

City of Alvin, Texas

Paul Horn, Mayor

Gabe Adame, Mayor Pro-tem, District E
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Martin Vela, District A



Chris Vaughn, District B
Richard Garivey, District C
Glenn Starkey, District D

Alvin City Council Agenda

Thursday, May 4, 2023

7:00 PM

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on Thursday **MAY 4, 2023**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATION

- A. Police Week Proclamation - May 14-20, 2023
- B. Motorcycle Safety Awareness Month

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the April 20, 2023, City Council meeting minutes.
- B. Consider Addendum No. 1 to the Agreement with The Brandt Companies, LLC, for a one (1) year renewal of the HVAC Preventative Maintenance services of City-owned buildings, in an amount not to exceed \$84,667.00; and authorize the City Manager to sign the addendum upon legal review.
- C. Consider Addendum No. 1 for a one (1) year renewal agreement with LTS Lawncare for manicured mowing services of select parkland and other City-owned property and State Right of Way, in an amount not to exceed \$54,614.22; and authorize the City Manager to sign the Addendum upon legal review.
- D. Consider Addendum No. 2 for a one (1) year renewal agreement with LTS Lawncare for manicured mowing services of select City-owned and State Right of Way property including parkland, lift stations, water wells, and various building grounds, in an amount not to exceed \$123,714.91; and authorize the City Manager to sign the addendum upon legal review.

- E. Consider Addendum No. 1 for a one (1) year renewal with American Janitorial Services LTD, for janitorial services of City-owned buildings and park restrooms, in an amount of \$143,136.00; and authorize the City Manager to sign the addendum upon legal review.
- F. Consider Ordinance 23-H, amending Chapter 28, Comprehensive Fees, of the Code of Ordinances, City of Alvin, Texas, for the purpose of adding an annual permit/application and inspection fee for temporary A-Frame signs; providing for an effective date; and setting forth other provisions related thereto.
- G. Consider a Professional Services Payment Agreement with WB W Alvin Land LLC for the reimbursement of certain costs incurred by the City of Alvin relative to a Tax Increment Reinvestment Zone, Project Plan and other professional and administrative services for the development of a 2,900 acre master planned community known as Preservation Creek, adjacent to State Highway 288, between FM 1462 and County Road 51; and authorize the Mayor to sign upon legal review.
- H. Consider Addendum No. 1 for a one (1) year renewal agreement with Stronghold Vegetation Management for Bypass 35 Mowing Services for an amount not to exceed \$97,680.00; and authorize the City Manager to sign the addendum upon legal review.
- I. Acknowledge receipt of the City of Alvin 2023-2027 Capital Improvement Program.

6. OTHER BUSINESS

- A. Consider Resolution 23-R-10, accepting the donation of \$15,000 from INEOS for the purchase of audio/visual equipment, replacement of a lectern, and for the purchase and installation of automatic door controls at the Senior Center.
- B. Consider Resolution 23-R-11, with the intent to Establish the City of Alvin Property Assessed Clean Energy ("PACE") Program and calling for a public hearing to be held to receive public comment on this Program for Thursday, June 1, 2023, 7:00 p.m. in the City Council Chambers of Alvin City Hall; and setting forth other provisions related thereto.
- C. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM THE CITY MANAGER

- A. Items of Community Interest and review preliminary list of items for next Council meeting.

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

9. EXECUTIVE SESSION

- A. **Section 551.072** of the Local Government Code provides as follows: Deliberation regarding the purchase, exchange, lease, or value of real properties.
- B. **Section 551.074** of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

10. RECONVENE TO OPEN SESSION**11. ADJOURNMENT**

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY May 1, 2023, at 5:45 p.m.**



/s/ Dixie Roberts
Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day and the week in which it falls as Police Week; and

WHEREAS, the members of the law enforcement agency of Alvin play an essential role in safeguarding the rights and freedoms of the citizens of Alvin; and

WHEREAS, the police department of Alvin has grown to be a modern and scientific law enforcement agency, providing a vital public service.

NOW, THEREFORE, I, Paul A. Horn, as Mayor of the City of Alvin, Texas, and on behalf of the City Council hereby declare the week of **May 14 - May 20, 2023**, as:

Police Week

and further recognize that Peace Officers Memorial Day is observed on Sunday, May 14, 2023, in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

WITNESS my hand and seal this 4th day
of May 2023.

Paul A. Horn, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

- WHEREAS,** the month of May marks the traditional start of riding season and motorcycles become more prevalent on our streets; and
- WHEREAS,** Motorcycle Awareness Month increases public awareness about motorcycles, encouraging their safe and proper use among motorcycle riders and heightened alertness to the presence of motorcycles on the road; and
- WHEREAS,** distracted driving is a safety issue that affects riders and motorists alike, everyone on the road must do their part to reduce accidents and injuries.

NOW, THEREFORE, I, Mayor Paul A. Horn, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim May 2023, as

Motorcycle Safety Awareness Month

in the City of Alvin and urge all citizens to use special caution during motorcycle riding season and to be alert to the presence of motorcycles on city, urban and rural streets and highways.

WITNESS my hand and seal this
4th day of May 2023.

Paul A. Horn, Mayor

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING AND EXECUTIVE SESSION
THURSDAY, APRIL 20, 2023
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Gabe Adame; Councilmembers: Martin Vela, Keko Moore, Joel Castro, Richard Garivey, and Chris Vaughn.

Staff members present: Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Michael Higgins, Director of Administrative Services; Dan Kelinske, Parks and Recreation Director; Michael Medwedeff, Assistant City Engineer; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Loretta Smith with First Christian Church gave the invocation. Council member Moore led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATION

National Crime Victims' Rights Week Proclamation - April 23-29, 2023.

Mayor Horn proclaimed the week of April 23-29, 2023 as National Crime Victims' Week and formally issued the proclamation to recipients in attendance.

Presentation/update from Precinct 1 Constable, David Thacker.

Presentation made by David Thacker regarding constable's officer coverage in Precinct 1.

PUBLIC COMMENT

Sam Bass presented comments on the sign ordinance's effect on local businesses.

CONSENT AGENDA

Consider approval of the March 7, 2023, City Council Workshop meeting minutes.

Consider approval of the March 16, 2023, City Council meeting minutes.

Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2023 season.

This is an annual request for authorization from the Brazoria County Mosquito Control District for the continuance of aerial spraying over the City of Alvin. The spraying is performed during massive outbreaks of mosquitoes (typically in summer and fall months) by the contracted aerial sprayer. The County will put out notifications through their respective social media accounts and other means available. The flying schedule depends heavily upon the landing rate counts, weather and wind conditions. As a result of the variables listed, the County is unable to give notice of the specific flying time in advance.

Aerial spraying has proven to be an effective measure for mosquito control in Brazoria County. More information can be obtained by calling the Brazoria County Mosquito Control Office at 979-864-1532 or by visiting: <https://www.brazoriacountytx.gov/departments/mosquito-control/spray-request>. Residents can also submit spray requests by calling their office, or by visiting the website listed above.

Staff recommends approval.

Consider closing the Alvin Library (105 South Gordon St.) for Novemberfest and Home for the Holidays in perpetuity.

On February 2, 2023, the Alvin Public Library Board met for their regularly scheduled meeting. One of the items discussed was closing the Alvin Library for the community events of Novemberfest and Home for the Holidays. While this is usually proposed every year, this year the Board is proposing those closures on a permanent basis. This will allow for more flexibility with parking and reduce maintenance

of the restrooms, which both see an increase in traffic during said events.

Staff recommends approval.

Consider the purchase of a Case 580N 2WD Cab Tractor Loader from Associated Supply Co., Inc. (ASCO) in an amount not to exceed \$104,782.35 utilizing the Houston Galveston Area Council (H-GAC) Cooperative Purchasing Program.

Public Services utilize backhoes/loaders for excavations to replace, repair, or install watermain, sewer mains, storm sewers, and several other various tasks. The current backhoe (unit 619) was purchased and placed into service in 2002. Normal wear and tear has greatly reduced the effectiveness of the current backhoe. As a result, the maintenance cost and downtime for maintenance on this unit has increased. By replacing the current 21-year-old backhoe with a new modern machine, it will aid the Public Services staff with departmental needs to complete tasks within the City's infrastructure.

Staff demoed and requested proposals from three different manufacturers; Case, John Deere, and Mustang CAT. Case is a well-known brand with an excellent reputation and is the same manufacturer of our current unit. The machine has served the departments well, has been very dependable, and has shown to have an exceptional life-cycle. Case also has the lowest cost compared to the other manufacturers.

The replacement of the current backhoe was budgeted in the FY23 budget and staff recommends the purchase of the new Case 580N Backhoe.

Call a Public Hearing to receive comment regarding an ordinance establishing Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department for elementary age children ages five (5) through – thirteen (13) for Thursday, May 18, 2023, at 7:00 p.m. in the City Council Chambers of Alvin City Hall, 216 West Sealy.

In response to community demand for after-school and summer day camp programs, the Parks and Recreation Department plans to offer these style camps. A day camp is considered extending 11.5 hours per day for approximately five (5) days per week. A participant (ages 5 to 13) can expect daily engagement from instructor lead learning, crafts, physical activity, as well as the inclusion of lunch and snacks.

Chapter 42 of the Texas Human Resources Code exempts certain after-school and summer recreation programs from state licensing requirements as identified in Subsection 42.041 (14), provided that the governing body of the municipality annually adopts standards of care by ordinance after a public hearing, and that such standards are provided to the parents of each program participant. The ordinance shall include minimum staffing ratios, qualifications, facility, health and safety standards and mechanisms for monitoring and enforcing the adopted local standards, as well as notify parents that the program is not licensed by the state and cannot be advertised as a child-care facility.

Before the adoption of this ordinance, a public hearing must be held before the governing body. The notice of said public hearing will be published in the Alvin Sun on April 30, 2023 and posted on the City's website. At the May 18 meeting, City Council will conduct the public hearing and consider the annual adoption of said ordinance.

Consider the appointment of Belt Harris Pechacek, LLP as the City's auditors for the Fiscal Year ending September 30, 2023; and authorize the City Manager to sign the Auditor's Engagement Letter.

Chapter 103 of the Texas Local Government Code requires cities to have its records and accounts audited, and an annual financial statement prepared based on the audit. Belt Harris Pechacek, LLP (BHP) has served as the City's independent auditors since FY09. BHP is proposing a base estimated fee of \$57,280 for the City's FY23 financial statement audit; with an additional single audit* one program base fee (if required) of \$4,491 for basic procedures and \$5,684 for each major program.

* A "single audit" is additional auditing procedures that are required if the City expends over \$750,000 of federal (grant) funds in a fiscal year. The City has met this threshold for FY22, so this single audit fee will be included for FY23. By engaging BHP for FY22, the City retains an audit firm that is extremely knowledgeable of the City's accounting and internal controls. BHP's Prior Fiscal Year Engagement Fees (FY22) Base audit fee: \$44,850 + \$8,725 for a single one program.

FY23 Base Audit Fees for Comparative Cities: Lake Jackson: \$61,000, Webster: \$51,948, Friendswood: \$60,402, La Porte: \$59,410, and Deer Park: \$64,500.

Staff recommends approval of the engagement of BHP to provide auditing services for FY23.

Consider Resolution 23-R-06, suspending the May 3, 2023 effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division, to Implement interim GRIP rate adjustments for gas utility investment in 2022, and requiring delivery of this Resolution to the Company and legal counsel.

The City is a gas utility customer of CenterPoint and a regulatory authority with an interest in the rates and charges of CenterPoint. The City is authorized to protect the interests of the City and CenterPoint customers residing in the City.

For cities in the Texas Coast Division – the Division in which the City of Alvin is, the Company is seeking recovery of \$86,398,965

in invested capital. The current filing will increase rates for residential customers by \$2.01 per month. This will increase the current residential customer charge from \$19.94 to \$21.95 per month. Increases are currently scheduled to go into effect on May 1, 2023.

The annual gas reliability infrastructure program ("GRIP") is designed for the utility to recover its incremental costs related to the capital investments it made during the previous year. The courts have ruled all that cities can do in a GRIP case is administratively determine whether the filing complies with the statutory explanation of how a GRIP filing is to be prepared. A city cannot challenge the reasonableness of any investment, or consider whether increasing revenues and declining expenses would offset the rate implication from increased capital investment. Cities also cannot recover any rate case expenses from the utility. The legislature and the courts have reasoned that GRIP rate increases are temporary rates and subject to refund when the Company files a traditional rate case after five years of rate increases.

Under the GRIP statute, cities may not challenge the Company's request, and may only act to suspend the effective date of the rate increase by 45 days. This Resolution suspends the effective date of the GRIP Rate Increases by 45 days, the maximum period allowed by §104.301(a) of the Texas Utilities Code.

Staff recommends approval of Resolution.

Consider Resolution 23-R-08, finding that CenterPoint Energy Houston Electric, LLC's Application for approval to amend its distribution cost recovery factor pursuant to 16 Texas Administrative Code §25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the Company and legal counsel.

The City, along with approximately 40 other cities served by CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") is a member of the Gulf Coast Coalition of Cities ("GCCC"). The coalition has been in existence since the early 1990's. GCCC has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for over 20 years.

On or about April 5, 2023, CenterPoint filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") Pursuant to 16 Texas Administrative Code § 25.243 to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$84,571,868 for the period compared to the revenues approved in its most recent DCRF proceeding, Docket No. 53442.

GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. GCCC's attorney recommends that all GCCC members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Public Utility Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their original jurisdiction currently pending at the Commission.

Staff recommends approval of Resolution.

Consider Resolution 23-R-09, finding that Texas-New Mexico Power Company's application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be denied; authorizing participation with TNMP cities; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the Company and legal counsel.

The City is an electric utility customer and local regulator of Texas-New Mexico Power Company ("TNMP" or "Company"). The Cities served by TNMP ("TNMP Cities") is a coalition of similarly situated cities served by TNMP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNMP's service area in matters before the Public Utility Commission ("PUC" or "Commission") and the courts.

On April 5, 2023, TNMP filed an application for approval to amend its Distribution Cost Recovery Factor ("DCRF") with the Commission in Docket No. 54807. In the filing, the Company sought to increase distribution revenues of \$14,800,834.

This Resolution authorizes the City to join with the other TNMP Cities to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Cities Served by TNMP (TNMP Cities) intend to engage the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. The coalition is recommending that cities retaining original jurisdiction deny the requested relief.

Staff recommends approval of Resolution.

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Castro; motion to approve carried with all members present voting Aye.

OTHER BUSINESS**Presentation of the Property Assessed Clean Energy ("PACE") Program.**

PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for commercial, industrial, and large multifamily (five or more units) real property. Property owners who participate in the program repay the financing through a voluntary contractual assessment placed on their property. One of the most notable characteristics of PACE programs is that the financing is attached to the property rather than belonging to an individual. Therefore, when the owner sells the property, the financing may be paid off during the sale, or stay with the property and be transferred to the new owner, who also benefits from the upgrades that were completed.

PACE financing enables businesses to avoid the upfront costs of energy and water efficiency improvements. PACE financing can be paid over a long period of time while energy costs are simultaneously lower, which typically provides the property owner with immediate net savings. PACE overcomes challenges that have hindered adoption of energy and water efficiency for many property owners. The debts, liabilities and obligations incurred as part of the PACE Program do not constitute debts, liabilities or obligations of City of Alvin.

ANALYSIS OF THE PACE PROGRAM:

Participation in this program is voluntary and offers property owners a cost-effective means of making energy and water efficiency improvements to their property. Property owners repay the financing over a period of years, reflecting the useful life of the improvements.

The benefits to the property owner include:

- *Helps Lower Electric, Gas and Water Utility Bills*
- *100% Financing on Hard and Soft Costs*
- *Typically, Results in Savings from Day One*
- *Increases Property Value*
- *Results in More Comfortable Buildings and Improved Indoor Air Quality*
- *Lowers Carbon Footprint and Improves the Environment*
- *Provides Long-Term Funding and Results in Immediate Benefit to Cash Flow*

The benefits to the City include:

- *Supports Commercial Businesses with No Cost, Liability, or Administration to the City*
- *Upgrades the Efficiency and Competitiveness of Existing Building Stock*
- *Helps Attain Energy and Water Efficiency Goals*
- *Increases Commercial Property Values and Improves Tax Base*
- *Creates Jobs for Local Contractors, Manufacturers and Engineering Firms*

Lee A. McCormick, program administrator, with Lone Star PACE was in attendance to make a presentation of the PACE program.

No action required.

Presentation by Belt Harris Pechacek, LLLP, of the City's Annual Comprehensive Financial Report (ACFR) as of September 30, 2022; and acknowledge receipt of the 2022 ACFR.

As required by state statute, an independent audit has been completed by the CPA firm of Belt Harris Pechacek, LLLP, for the fiscal year ending September 30, 2022. At the end of an audit, Generally Accepted Auditing Standards mandate that auditors must express an opinion on the financial records. For FY22, the City received an unmodified opinion from the auditors – which is the highest form of assurance that our financial statements “give a true and fair view” of the City’s financial position.

Pursuant to Section 103.003 of the Texas Local Government Code, the annual financial statements, including the auditor’s opinion must be filed with the City Secretary within 180 days after the last day of the fiscal year (September 30, 2022). The ACFR, which includes the auditor’s opinion, will be presented to the Mayor and City Council, and to the City Secretary for filing.

Michael Higgins, Director of Administrative Services, presented this item before City Council with explanation. Ben Cohen, from Belt Harris Pechacek, LLLP, presented the report. Hard copies were provided at the meeting.

Council member Adame moved to acknowledge receipt of the Fiscal Year 2022 Annual Comprehensive Financial Report. Seconded by Council member Castro; motion carried with all members present voting Aye.

Consider a variance request for the property owners at 1309 Highland Drive to encroach 22.1 feet into the 25-foot front building setback for the construction of a carport.

On March 7, 2023, the Engineering Department received a variance request from the property owners of 1309 Highland Drive, to be permitted to encroach 22.1 feet into the 25-foot front building setback for the construction of a carport. The homeowners are proposing to construct a carport along the front of their home located at 1309 Highland Drive, for reasons outlined in the attached request letter. The carport, as proposed in the attached property survey, will encroach 22.1 feet into the 25' front building setback, however it will still be approximately 23 feet from the nearest edge of Highland Drive.

The City Planning Commission unanimously approved the variance request at their meeting on March 21, 2023. Staff recommends approval.

Michael Medwedeff, Assistant City Engineer, presented this item before City Council with explanation.

Council member Adame moved to approve the variance request for the property owners at 1309 Highland Drive to encroach 22.1 feet into the 25-foot front building setback for the construction of a carport. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 23-G, amending Chapter 17½, Signs, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the regulation of signs; providing for penalties; providing for severability; and setting forth other provisions related thereto.

At the February 16, 2023 Council meeting, City Council requested staff revise the Chapter 17 ½ - Temporary Sign Ordinance to allow businesses opportunities to utilize A-frame signs. Staff's recommendations are to allow A-frame signs with an annual \$50 permit with exceptions. Below is the list of staff's recommended revisions.

- Added the definition of an A-frame sign to 17 ½ - 3. Sign Classifications. A-frame sign means a triangular, freestanding, movable, self-supporting temporary sign constructed of wood, plastic, or metal not permanently anchored to the ground with no more or less than two faces of equal lengths, each joined at their top along one straight line edge to form an apex and separated at the bottom allowing it to stand freely on the ground and to be repositioned by an individual without mechanical aid. This definition shall include, but is not limited to, signs commonly referred to as "sidewalk signs," "sandwich board signs," "A-board signs," and/or "curb signs."
- Added exception to 17 ½ - 5(26) Any sign erected by bona fide religious, institutional, fraternal or non-profit organizations provided that such signs are kept in good repair; do not project above the roofline or hang from awnings; are installed in a secure manner; do not obstruct the view of traffic; and are not located in a city/state right of way or easement. Added 17 ½ - 5(27) Any sign erected by the Alvin-Manvel Area Chamber of Commerce provided that such signs are kept in good repair; do not project above the roofline or hang from awnings; are installed in a secure manner; do not obstruct the view of traffic; and are not located in a city/state right of way or easement.
- Proposed A-frame sign exception can be found in 17 ½ - 5(28) - One (1) temporary on-premises A-frame sign may be allowed and displayed on private property owned by any individual or group provided that:
 - a. No such A-frame sign shall be erected unless a permit is first obtained from the Code Enforcement Officer;
 - b. A-frame sign shall be constructed of wood, plastic or metal with no more or less than two faces of equal lengths;
 - c. A-frame sign shall not exceed twelve (12) square feet and only one (1) A-frame sign may be displayed during business hours with each permit;
 - d. Each permit for such A-frame signs shall be issued for one year from the date the permit is acquired;
 - e. At no time shall an A-frame sign be permanently anchored to the ground, project above the roofline or hang from awnings of any building on the premises, in any right-of-way or easement, or obstruct the view of traffic;
 - f. All A-frame signs shall be kept in good repair (i.e., not tattered, faded, or unsightly); and
 - g. If any violations are found or exist, the Code Enforcement Officer has the authority to issue citations and/or discretion to remove the A-frame sign without further notice to the property owner. Any A-frame signs removed by the Code Enforcement Officer will be immediately disposed of.
- 17 ½ - 58. Special Event Signs.
 - (a) – Added "Bona fide religious, institutional..." so it reads, "Bona fide religious, institutional or non-profit organizations' temporary signs on private or public property..."
 - (3) – Added "bona fide religious, institutional..." so it reads, "Banners may be used for bona fide religious, institutional or non-profit special events..."
 - (5) – Added "bona fide religious, institutional..." so it reads, "Banners used to advertise a special bona fide religious, institutional or non-profit event must..."

If this ordinance is approved by City Council, the Chapter 28 – Comprehensive Fee Ordinance - Signs, would need to be revised to include the A-frame Annual Permit Fee of \$50 at a future meeting.

Brandon Moody, Director of Public Services, presented this item before City Council with explanation.

Council member Adame moved to approve Ordinance 23-G, amending Chapter 17½, Signs, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the regulation of signs; providing for penalties; providing for severability; and setting forth other provisions related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Resolution 23-R-07, amending the rules and regulations for the City of Alvin Oak Park Cemetery, and setting forth other provisions related thereto.

The rules and regulations of Oak Park Cemetery were last amended on April 21, 2016. Included in that amendment was the allowed use of shepherds' hooks on grave sites. The use of shepherd hooks allows for the hanging of plants (flowers) in an effort to keep visitors from placing such items directly on gravesites, which historically has negatively impacted the manicured mowing services of the cemetery. The use of shepherd hooks has proven to be a positive change and has been well received by patrons. However, staff feels that the rules for such use need to be narrowed down in an effort to maintain the aesthetics of the cemetery. A few pictures have been included to give insight into staff's recommended changes.

Current Rule:	Proposed Amendment:
Single or double shepherd hook per grave space allowed	Single shepherd's hook per grave space allowed
Height of a shepherd's hook not addressed	Shepherd's hook shall not exceed 5' in height
# of plants that may be hung from the shepherd's hook not addressed	One plant/flower arrangement may be displayed on a single shepherd's hook
Decoration of shepherd's hook not addressed	Shepherd's hook may not be decorated with artificial flowers or any other type of material/coverings
Decoration of plants/shrubs/trees near gravesites not addressed	Decorations attached to trees or shrubs are not permitted
Chimes or noise makers on gravesites not addressed	Chimes or any other noise-making device is not permitted

The materials used to decorate, including windchimes and the like, can become unraveled, creating unsightly litter and also have the ability to cause injury should a dismantled substance/part get projected through use of lawn maintenance equipment.

The City Secretary's Office schedules quarterly cemetery cleanups with the Parks Department in an effort to maintain an aesthetically pleasing and peaceful environment for all who visit.

Should City Council adopt this resolution amending the rules and regulations, staff will make contact with those who may be impacted by said amendments and will update the rules and regulations posted at the cemetery.

Staff recommends approval of Resolution 23-R-07.

Dixie Roberts, Assistant City Manager/ City Secretary, presented this item before City Council with explanation.

Council member Garivey moved to approve Resolution 22-R-07, amending the rules and regulations for the City of Alvin Oak Park Cemetery, and setting forth other provisions related thereto. Seconded by Council member Adame; motion carried with all members present voting Aye.

Consider appointment to the Senior Citizen Board to fill a vacancy for an unexpired term through December 31, 2023.

On March 17, 2023, Senior Citizens Board member Roger Stuksa passed away, leaving a vacancy on the board. Ordinance 06-XXX calls for 7 members to serve on the Board. City Council will only need to make one appointment to fill the current vacancy. The appointed member will fill the unexpired term left by Mr. Stuksa through December 31, 2023.

- *Current Applicants: Caiden Anderson, Thomas Hockin, and Michael Green. A detailed spreadsheet of applicant information is attached.*

Dixie Roberts, Assistant City Manager/City Secretary, presented this item before City Council with explanation.

Council member Garivey moved to appoint Thomas Hockin to fill the unexpired term on the Senior Citizens Board through December 31, 2023. Seconded by Council member Adame; motion carried with all members present voting Aye.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

Council member Castro requested a workshop session to explore increasing the Homestead Exemption.

REPORTS FROM THE CITY MANAGER

Items of Community Interest and review preliminary list of items for next Council meeting.

Dixie Roberts, Assistant City Manager/City Secretary, announced items of community interest; and she reviewed the preliminary list for the May 4, 2023, City Council Meeting.

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Council member Garivey extended birthday wishes to his father.

EXECUTIVE SESSION

Mayor Horn called for executive session at 8:14 p.m. in accordance with the following:

Section 551.072 of the Local Government Code provides as follows: Deliberation regarding the purchase, exchange, lease, or value of real properties.

Section 551.071(1)(A) of the Local Government Code provides as follows: Consultation with City Attorney regarding pending or contemplated litigation or (B) settlement offer.

Section 551.074 of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting to open session at 9:54 p.m.

Consider and take appropriate action, if any, regarding the employment contract of the City Attorney.

Council member Castro moved to approve City Attorney's contract as amended; Seconded by Council member Garivey; motion carried with all members present voting Aye.

ADJOURNMENT

Mayor Horn adjourned the meeting at 9:55 p.m.

PASSED and APPROVED the 4th of May, 2023.

ATTEST:

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/4/2023

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 1 to the Agreement with The Brandt Companies, LLC, for a one (1) year renewal of the HVAC Preventative Maintenance services of City-owned buildings, in an amount not to exceed \$84,667.00; and authorize the City Manager to sign the addendum upon legal review.

Type of Item: Contract/Agreement

Summary: The HVAC maintenance agreement is designed to provide routine maintenance by a certified technician for all Heating Ventilation Air Conditioning (HVAC) equipment to prolong efficient life. The City Council approved the agreement at the regular meeting on August 4, 2022 for the remaining months of fiscal year 2022 (August 4, 2022 thru September 30, 2022) for an amount of \$10,437.00 and the first full year of service, fiscal year 2023, for an amount of \$84,667.00 beginning October 1, 2022 and ending September 30, 2023. Addendum No. 1 is the first of up to three one (1) year renewal options, which would begin October 1, 2023 and end September 30, 2024.

Service Year	Proposal
FY22 (Initial Award, 2 months of service)	\$10,437.00
FY23 (1st full year of service)	\$84,667.00
FY24 (1st one year renewal option - Addendum 1	\$84,667.00

The Brandt Companies, LLC provides a comprehensive range of HVAC and other services, having factory-trained technicians for all major manufacturers. They have installed building automation at APD, City Hall, Senior Center and Public Service Facility, installed the 100-ton chiller at APD and continue to provide HVAC preventative maintenance, repair and equipment replacement for the City of Alvin.

The following locations would continue under the maintenance agreement: Animal Adoption Center, City Hall, Public Services Facility #1, Public Services Facility #2 (Dyche Lane), Library, Senior Citizens Center, Museum, Train Depot, Wastewater Treatment Plant, Fire/EMS Station #1, Fire Stations 2 & 3, and the Police Station.

HVAC equipment repair and replacement services provided by The Brandt Companies, LLC are utilized on an "as needed" basis with all costs pre-priced with "not to exceed" pricing already established by the Choice Partners cooperative purchasing network.

Advantages of using Choice Partners Cooperative Purchasing Network:

1.) Fast Track procurement process

- 2.) Lower procurement and administrative costs
- 3.) Fewer change orders and claims
- 4.) Competitively bid local pricing in lump sum proposal
- 5.) Ability to accomplish a substantial number of individual projects with a competitively bid contract
- 6.) Oversight thru Choice Partners which audits the accuracy of all job order contract proposals

Staff recommends approval of Addendum No. 1 renewing the HVAC Preventative Maintenance Agreement with The Brandt Companies, LLC for an amount of \$84,667.00 as their performance continues to provide a good value to the City of Alvin.

Funding Expected:	Revenue ___ Expenditure <u>X</u>	Budgeted Item:	Yes <u>X</u> No ___ N/A ___
	N/A ___		
Funding Account:	<u>616-8003-00-3260</u>	Amount <u>\$84,667.00</u>	1295 Required? Yes <u>X</u> No ___
Legal Review	N/A	Date <u>4/27/2023</u>	SLH
Required:	Required <u>X</u>		
Finance Required:	Review N/A ___ Required <u>X</u>	Date Completed:	<u>5/1/23</u> MH _____ —

Supporting documents attached:

1. Brandt- Addendum No. 1 - FY24
 2. Brandt HVAC PM Service Agreement 8-1-2022
 3. Letter Of Intent FY24-Brandt-No.1 of 3 One Yr. Renewals
-

Recommendation: Move to approve Addendum No. 1 to the Agreement with The Brandt Companies, LLC for a one (1) year renewal of the HVAC Preventative Maintenance services of City-owned buildings in an amount not to exceed \$84,667.00; and authorize the City Manager to sign the addendum upon legal review.

ADDENDUM NO. 1
TO THE CITY OF ALVIN
HVAC PREVENTATIVE MAINTENANCE AND REPAIR
SERVICES AGREEMENT WITH THE BRANDT COMPANIES, LLC.

THIS Addendum No. 1 to the City of Alvin HVAC Preventative Maintenance and Repair Agreement (“Addendum No. 1”) is made on this the _____ day of _____ 2023, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and The Brandt Companies, LLC., (“Brandt”).

WHEREAS, on August 4, 2022, the City approved and entered into a Heating, Ventilation and Air Conditioning Preventative Maintenance and Repair agreement with Brandt for HVAC preventative maintenance and repair services of City owned buildings (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2023; and

WHEREAS, the City and Brandt desire to extend the term of the Agreement for an additional year for the first of three one (1) year extensions ending September 30, 2024. (*See* The Brandt Companies, LLC’s letter attached as Exhibit “A”).

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Brandt hereby agree as follows:

I.

The original Agreement entered into between the City and Brandt is extended for an additional year, ending September 30, 2024.

This renewal term is subject to all the provisions contained within the original Agreement unless terminated earlier in accordance with the terms of the original Agreement.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the HVAC Preventative Maintenance and Repair Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

THE BRANDT COMPANIES, LLC.

CITY OF ALVIN, TEXAS

By: _____
Christopher Clegg,
Service Account Manager

By: _____
Junru Roland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

City of Alvin

Maintenance Agreement

1100 W Hwy 6 Alvin, TX

Proposal # P-20220727-0058

August 01, 2022

Choice Partners # 19-036MR

ORIGINAL



BRANDT

Table of Contents

- 1 Maintenance Agreement
- 2 Organization Information
- 3 Safety



1 Maintenance Agreement



BRANDT

MAINTENANCE AGREEMENT

Proposal Date: July 27, 2022

Customer: City of Alvin

Proposal #: P-20220727-0058

Site: 1100 W. Hwy 6
Alvin, TX

77511

We are pleased to offer this proposal to provide the following:

- ☐ Full Service Maintenance Agreement ☒ Maintenance & Inspection Agreement

The Brandt Companies, LLC is pleased to submit the following preventive maintenance proposal pertaining to the specific mechanical equipment at the above referenced site.

Schedule preventive maintenance will be performed on the equipment outlined as per the attached scope pages. Upon completion of each visit, a Brandt operational log form will be completed on each unit, which will detail the operating performances.

Industry standard recommended preventive maintenance procedures will be adhered to as listed in our scope of work of this proposal.

Your investment for this service is as follows:

1st year

Total Annual Price \$84,667.00

Your payment options will be as follows:

1st year

- ☐ Annual Payment \$84,667.00
☐ Semi-Annual Payment \$42,333.50
☒ Quarterly Payment \$21,166.75

If this proposal is acceptable, please sign below and return by email to christopher.clegg@brandt.us with a purchase order, if needed. A signed acceptance must be received prior to our commencing work. Our terms are net ten days from the invoice date, and past due after thirty days.

This proposal is valid for 30 days.

Best Regards,

Service Account Manager

Cell No.

Email

BUILDING OWNER

Name: _____

Address: _____

City, State, Zip: _____

CUSTOMER ACCEPTANCE

Accepted by:

Name: Jerry Roland / JLR

Title: City Manager

Company: City of Alvin

Date: _____

PO Number: _____

THE BRANDT COMPANIES, LLC

Accepted by: Christopher Clegg

Name: Christopher Clegg (Aug 8, 2022 15:12 CDT)

Title: _____

Date: _____

Upon acceptance, Brandt shall furnish service starting effective Oct 1, 2022. This Agreement shall continue for a period of 1 year(s) (the term) from said date and shall be automatically renewed for each successive term unless cancelled in writing.

This contract is subject to a price revision upon the renewal date. The revision will be based on the current Consumer Price Index (CPI). This Agreement is not valid without signature of customer and associated attachments.

Remit to: **P.O. Box 227351, Dallas, TX 75222-7351**

Regulated by The Texas Department of Licensing and Regulation P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

Brandt Office Locations:

Austin: 19001 N. Heatherwild Blvd., Pflugerville, TX 78660, 512.491.9100, TACLA30430C/TECL20109/M41312

Dallas: 1728 Briercroft Ct., Carrollton, TX 75006, 972.395.6000, TACLA19981C/TECL20109/M40211

Fort Worth: 1001 NE Loop 820 Ste 300, Fort Worth, TX 76131, 817.626.0033, TACLA64706R/TECL20109/M40211

Houston: 8848 N Sam Houston Pkwy W, Houston, TX 77064, 832.714.3200, TACLA15221C/TECL20109/M40245

San Antonio: 6023 Corridor Pkwy, Ste 100, Schertz, TX 78154, 210.599.6120 TACLA18441C/TECL20109/M41312

Waco: 205 Schroeder Dr., Waco, TX 76710, 254.772.1693 TACLA26979C/TECL20109/M40211

www.brandt.us



BRANDT

SERVICE DESCRIPTION

☐ **Full Service Maintenance Agreement**

Full Service Maintenance Agreement coverage provides for all labor, parts, and material associated with maintaining and repairing the equipment identified in this agreement. This agreement assumes that the equipment listed is in good running, maintainable condition and eligible for coverage under a Full Maintenance Agreement. Should specific maintenances become required by a manufacturer or government entity, which are not covered as part of this agreement the customer shall allow Brandt to perform such work at agreed upon price. If on the first inspection, repairs are required, a proposal for repairs will be submitted for owner's approval. If these repairs are declined, the subject equipment may be removed from the Full Maintenance Agreement coverage at the discretion of Brandt; the price of the agreement will be adjusted accordingly. The proposal indicates the number of inspections Brandt is Agreementually obligated to; however, if additional inspections are required, they will be made as Brandt sees fit.

☒ **Maintenance & Inspection Agreement**

A Maintenance & Inspection Agreement provides early detection of problematic operating conditions to avoid costly repairs and equipment failures along with industry standard recommended maintenance functions. All labor, parts, and materials associated with repairing the equipment will be charged to the owner as an additional charge as a separate invoice from the Agreement invoice.

Services Included:

☒ **Mechanical Systems**

☐ **Backflow Preventer Testing**

☒ **Control Calibration**

☒ **Filter Service**

☐ **Infrared Testing**

☒ **Other: Preferred Customer Billing Rate**

☐ **Vibration Analysis**

☐ **Drain Maintenance**

☐ **Other:**

☐ **Automation**

☐ **Eddy Current Testing**

☐ **Other:**

With respect to Service Agreement agreements:

The Brandt Companies, LLC agrees to:

- * Regularly inspect the equipment at intervals as indicated on the specific equipment schedule attached here as "schedules."
- * Furnish customer with a copy of the Service Technician's report indicating what repairs, if any, are necessary resulting from each inspection.
- * Improve or repair the equipment upon proper authorization from the customer. Labor and materials will be charged at Brandt's rate of charge in effect at the time the work is performed.
- * In the case of Full Service Maintenance Agreements, Brandt will perform repairs at no additional cost. Determination as to the type of repair or replacement of any equipment or part thereof shall be made in accordance with Brandt's judgment.
- * Instruct the customer in the operation of equipment to provide for greatest operating efficiency.
- * Provide the customer with preferential service over regular service activity.
- * Complete operating log form for Agreement covered equipment and present to owner.

Customer agrees to:

- * Operate the subject equipment in accordance with Brandt's instructions and manufactures recommendations.
- * Promptly notify Brandt of any unusual operating conditions.
- * If Full Service Maintenance Agreement is selected, permit only Brandt to work on the subject equipment.
- * Provide access to all equipment during normal working hours.
- * Perform additional maintenance when needed as outlined by manufacture.

Service Agreement does not include coverage of the following:

- * Equipment cabinets.
- * Ductwork and air distribution devices.
- * Water supply and drain beyond the subject equipment.
- * Repair or replacement of heat exchangers in gas fired furnaces and duct heaters.
- * Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger.
- * Moving or relocation of the subject equipment.
- * Repairs due to freezing.
- * Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies.
- * Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatever beyond the control of Brandt.
- * Electrical components associated with the equipment including: starters, disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work.
- * Water treatment.
- * Piping systems of any nature.
- * Refrigerant is not included in this agreement and will be billed separately.
- * Factory installed controls panels and starters that become obsolete and require manufacture upgrade.

Proposal #: P-20220727-0058

Accepted by: 



BRANDT

SERVICE MAINTENANCE AGREEMENT GENERAL TERMS & CONDITIONS

Brandt's Service Maintenance Proposal # P-20220727-0058 ("Proposal") is conditioned upon the following terms and conditions, which are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 **Term.** The commencement date of this Contract is Oct 1, 2022. This Contract shall continue for a period of 1 year(s) from the commencement date and, if so indicated in the Proposal, shall be automatically renewed for each successive year unless cancelled in writing by either party.
- 2 **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.
- 3 **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
 - (A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
 - (B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).

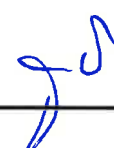
The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 4 **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 5 **Service Covenants**
Brandt will:
 - (a.) Regularly inspect the Equipment at intervals as specified in the Scope of Work
 - (b.) Furnish Customer with a written copy of the Service Technician's report indicating what repairs, if any, are necessary resulting from each inspection;
 - (c.) Improve or repair the Equipment upon proper written authorization from Customer;
 - (d.) Replace refrigerant up to ten percent (10%) of full load capacity where the loss and replacement of refrigerant is related to work performed or to be performed under Brandt's Scope of Work.

Customer will:

 - (a.) Operate the Equipment in accordance with Brandt's and manufacturer's instructions;
 - (b.) Perform all manufacturer-recommended maintenance (including, but not limited to, teardown) and provide verification of performance of this maintenance upon Brandt's reasonable request;
 - (c.) Promptly notify Brandt of any unusual operating conditions;
 - (d.) Permit only Brandt personnel or Brandt's designated subcontractors to repair or maintain the Equipment; and
 - (e.) Provide reasonable access to all Equipment during normal working hours and after hours in the case of an emergency repair.
- 6 **General Limitations on Scope of Work.** Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.
- 7 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.

- 8 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 9 **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 10 **No Liability from System Design or Existing Equipment Installation.** Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 11 **No Liability for Incidental Microbiological Growth/Mold.** Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 12 **Limitation of Damages for Breach of Contract.** The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 13 **Mutual Waiver of Consequential and Punitive Damages.** Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages.
- 14 **Indemnity.** TO THE FULLEST EXTENT PERMITTED BY LAW, TO THE PROPORTIONATE EXTENT OF CUSTOMER'S AND BRANDT'S RESPECTIVE NEGLIGENCE AND EXCEPT AS OTHERWISE LIMITED HEREIN, CUSTOMER AND BRANDT AGREE TO INDEMNIFY, DEFEND, AND HOLD ONE ANOTHER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ASSIGNS, SUCCESSORS AND EMPLOYEES HARMLESS AGAINST ALL CLAIMS AND DAMAGES, LOSSES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS CONTRACT. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 10-13 ABOVE.
- 15 **Hazardous Materials.** If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 16 **Dispute Resolution and Governing Law.** This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 17 **Property Manager.** If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 18 **Entire Agreement.** This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Proposal # : P-20220727-0058

Accepted by: 



BRANDT

AIR COOLED SCROLL CHILLER

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See Attached List					

Routine Inspection:

- * Complete operating log and record operating temperatures, pressure, voltage and amperages. Copy to customer.
- * Check operating and safety controls.
- * Check operation of crankcase heater.
- * Check compressor oil.
- * Inspect condenser coils.
- * Inspect fan blades.
- * Log operation of equipment. Provide copy to customer.

Annual Maintenance:

- * Check Oil level.
- * Perform Oil analysis on each refrigerant circuit (if applicable)
- * Test and calibrate all safety and operating controls
- * Leak test machine
- * Tighten all electrical connections
- * Check and calibrate superheat and sub-cooling for each refrigerant circuit.
- * Check refrigerant level
- * Check condenser fan motors and lubricate
- * Check condenser coils.
- * Run unit and log operation.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Annually Clean Condenser Coils
Annually Oil Change

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____



BRANDT

PUMP

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See Attached List					

Routine Inspection:

- * Lubricate pump bearings per manufacturer's recommendations.
- * Lubricate motor bearings per manufacturer's recommendations.
- * Check suction and discharge pressures.
- * Check mechanical seal for visual leaks.
- * Check motor voltage and amperage.
- * Check motor operating conditions.
- * Inspect electrical connections and contactors.
- * Operate pumps and check.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Annually Pull and Clean Strainer
Annually Check Alignment

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____



BRANDT

RTU SCHEDULE

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See attached list					

Routine Inspection:

- * Check filters.
- * Check temperature differentials.
- * Check all operating pressures and safety controls.
- * Check all electrical contacts and wiring for signs of wear for overheating.
- * Check voltage – phase to phase, phase to ground.
- * Check all bearings for lubrication, and lubricate if necessary.
- * Check belts and sheaves.
- * Check controls, adjust if necessary.
- * Check rotations.
- * Check air intake/exhaust dampers, adjust or lubricate if necessary.
- * Check drain and drip pans.
- * Check units start components and transformer.
- * Visually inspect for refrigerant and oil leaks.
- * Inspect condenser / evaporator coils.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Annually Condenser Coil Cleaning

Quarterly Filter Replacement

Annually Belt Replacement

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____



BRANDT

AHU SCHEDULE

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See attached list					

Routine Inspection:

- * Check filters.
- * Check temperature differentials.
- * Check all operating and safety controls.
- * Check all electrical contacts and wiring for signs of wear for overheating.
- * Check belts and sheaves.
- * Check voltage – phase to phase, phase to ground.
- * Check all bearings for lubrication, and lubricate if necessary.
- * Check operation of static pressure controls.
- * Check all mechanical and electrical connections.
- * Check rotations.
- * Check air intake/exhaust dampers, adjust or lubricate if necessary.
- * Check drain and drip pans.
- * Check operation of heating (in season).
- * Check coils and operation of control valves.
- * Inspect cooling coil.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Quarterly Filter Replacement
Annually Belt Replacement

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____



BRANDT

SPLIT SYSTEM

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See attached list					

Routine Inspection:

- * Check refrigerant pressures
- * Check all safety and operating controls.
- * Check electrical contacts and wiring for signs of over heating.
- * Check volts, phase to phase, phase to ground.
- * Check all bearings for lubrication, lubricate if necessary.
- * Check belts and sheaves.
- * Check controls, adjust if necessary.
- * Check rotation.
- * Inspect evaporator / condenser coils.
- * Visually inspect for refrigerant and oil leaks.
- * Check drain or drip pans, and clean if necessary.
- * Check filters at each inspection.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Annually	Condenser Coil Cleaning
Quarterly	Filter Replacement
Annually	Belt Replacement

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____



BRANDT

FAN COIL UNIT

Quantity		Size	Tag	Model #	Serial #	# Visits per calendar year
	See attached list					

Routine Inspection:

- * Check air filters
- * Check all bearings for lubrication, and lubricate if necessary
- * Check sheaves
- * Check mechanical and electrical connections
- * Check controls
- * Check rotations
- * Check system temperatures
- * Check for scale or rust
- * Check air intake/ exhaust dampers
- * Check drain or drip pans
- * Log operation of machine and provide a copy to the customer.

Options / Clarifications:

Annually Filter Replacement

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____



BRANDT

EXHAUST FAN

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See attached list					

Routine Inspection:

- * Check bearing locking set screws. Lubricate bearing if necessary
- * Lubricate fan and motor bearings.
- * Check sheave alignment and level of shafts.
- * Check belt tension and adjust as necessary.
- * Check electrical connections and tighten as necessary.
- * Check damper operation.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Annually Belt Replacement

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____



AIR COMPRESSOR & AIR DRIER

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See attached list					

Routine Inspection:

- * Check operation of automatic drain system.
- * Check manual blow down on storage tank.
- * Clean drier condenser coil and fan as required.
- * Check water trap.
- * Check regulator and operating pressures of pneumatic system.
- * Check belts, belt tension.
- * Check oil level.
- * Check air filters.
- * Check alternator.
- * Log operation of equipment. Provide copy to customer.

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____

A handwritten signature in blue ink, appearing to be "JH", written over a horizontal line.



BRANDT

BOILER

Quantity	Basic Description	Size	Tag	Model #	Serial #
	See attached list				

Routine Inspection:

- * Check main burner flame.
- * Minor adjust to flame.
- * Check pilot flame.
- * Check gas valve.
- * Check igniters.
- * Check linkages.
- * Check motor amperage if applicable.
- * Check water or steam pressures.
- * Check operating controls.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

If included in the proposal the box preceding the option will be checked.

Annually	Open Boiler Fireside and Clean
Annually	Clean Main Burner
Annually	Clean Pilot Assembly
Annually	Clean Heat Exchanger
Annually	Inspect the Venting System for Obstruction, Leakage and Corrosion

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: 

Location	Equipment	# of Inspections	Filter Changes	Annual Belt Changes	Annual Coil Cleaning
ACVB					
	Split System #1	2	Y	Y	Y
	Split System #2	2	Y	Y	Y
	Split System #3	2	Y	Y	Y
Senior Center					
	Split System #1	4	Y	Y	Y
	Split System #2	4	Y	Y	Y
	Split System #3	4	Y	Y	Y
	Split System #4	4	Y	Y	Y
	Split System #5	4	Y	Y	Y
	RTU #1	4	Y	Y	Y
	RTU #2	4	Y	Y	Y
	RTU #3	4	Y	Y	Y
Animal Adoption Center					
	Aaon Package Unit #1	4	Y	Y	Y
	Aaon Package Unit #2	4	Y	Y	Y
	Split System #1	4	Y	Y	Y
	Split System #2	4	Y	Y	Y
City Hall					
	Split System #1	4	Y	Y	Y
	Split System #2	4	Y	Y	Y
	Split System #3	4	Y	Y	Y
	Split System #4	4	Y	Y	Y
	Split System #5	4	Y	Y	Y
	Mini-Split #1	4	Y	Y	Y
	RTU #1	4	Y	Y	Y
	RTU #2	4	Y	Y	Y
	RTU #3	4	Y	Y	Y
	Boiler #1	4	Y	Y	N/A
Fire Station #1					
	Package Unit #1	4	Y	Y	Y
	Package Unit #2	4	Y	Y	Y
	Package Unit #3	4	Y	Y	Y
	Split System #1	4	Y	Y	Y
	Mini-Split #1	4	Y	Y	Y
Fire Station #2					
	Split System #1	2	Y	Y	Y
	Wall Heater #1	1	N/A	N/A	N/A
	Wall Heater #2	1	N/A	N/A	N/A
Fire Station #3					
	Split System #1	2	Y	Y	Y
	Split System #2	2	Y	Y	Y
	Wall Heater #1	1	N/A	N/A	N/A
	Wall Heater #2	1	N/A	N/A	N/A
	Exhaust Fan #1	1	N/A	Y	N/A
Fire Station EMS					
	Mini-Split #1	4	Y	Y	Y
	Aaon Split System #1	4	Y	Y	Y
	Aaon Split System #2	4	Y	Y	Y
	VRF System #1	4	Y	Y	Y
	VRF System #2	4	Y	Y	Y
	Reznor Heater #1-9	1	N/A	N/A	N/A
	Exhaust Fan #1-11	1	N/A	N/A	N/A
	Fan Coil Units #1-13	1	Y	N/A	Y
Library					
	RTU #1	4	Y	Y	Y

	RTU #2	4	Y	Y	Y
	RTU #3	4	Y	Y	Y
	RTU #4	4	Y	Y	Y
	RTU #5	4	Y	Y	Y
Museum					
	RTU #1	4	Y	Y	Y
	RTU #2	4	Y	Y	Y
Police Station					
	AHU #1	4	Y	Y	N/A
	Chilled Water Pump #1	1	N/A	N/A	Y
	Compressor #1	1	N/A	N/A	Y
	Air Cooled Chiller #1	4	N/A	N/A	Y
	Split System #1	4	Y	Y	Y
	Split System #2	4	Y	Y	Y
	Split System #3	4	Y	Y	Y
	Split System #4	4	Y	Y	Y
PSF #1					
	Split System #1	4	Y	Y	Y
	Split System #2	4	Y	Y	Y
	Split System #3	4	Y	Y	Y
	Split System #4	4	Y	Y	Y
	Split System #5	4	Y	Y	Y
	Split System #6	4	Y	Y	Y
	Bard Walpak	4	Y	Y	Y
	Wall Unit Heaters #1-4	1	N/A	N/A	N/A
PSF #2					
	Split System #1	2	Y	Y	Y
Waste Water Treatment Plant					
	Split System #1	4	Y	Y	Y
	Bard Walpak #1	4	Y	Y	Y
	Bard Walpak #2	4	Y	Y	Y
	Bard Walpak #3	4	Y	Y	Y
	Bard Walpak #4	4	Y	Y	Y
	Bard Walpak #5	4	Y	Y	Y



2

Organizational Information

COMPANY NARRATIVE

Brandt is one of the largest MEP firms in the United States. Our annual revenues approach \$1 billion, and our bonding capacity is in excess of \$1 billion. In 2022, Brandt was acquired by Southland Industries. Southland's acquisition of Brandt unites a team of over 5,000 talented individuals across 35 states, with full-lifecycle expertise from engineering through fabrication and installation, to post-construction services including operations, maintenance, and energy services — on some of the most complex projects in the U.S.

We perform the entire mechanical, electrical, plumbing, and process phases of large commercial, institutional, and industrial construction projects. Brandt's self-performance of various trade disciplines affords clients resultant benefits in time saved, ease of coordination, and lower the final cost of the systems installed. Brandt is headquartered in Carrollton, Texas, and maintains additional regional offices in Austin, Fort Worth, Houston, San Antonio, and Waco.

Sheet metal is produced in Brandt's state-of-the-art

fabrication facility in Dallas, while both the Dallas and San Antonio operations showcase HVAC, plumbing, piping, and electrical prefabrication plants that are unmatched in the Southwest. Collectively, these manufacturing centers alone encompass an impressive 180,000 square feet of dedicated space.

Since our inception 70 years ago, an early and intense coordination effort has been the linchpin around which our well-documented project success has turned. In this regard, Brandt's resources are substantial. We utilize the latest technology, including BIM (Building Information Modeling), 3D CAD, and NavisManage collision check software to model all of our projects. Technology can and does impress; however, Brandt's remarkable and somewhat unique investment in experienced, CAD-trained professionals is more so.

We employ more than 80 full-time dedicated BIM detailers and virtual designers. Our experienced professionals work in all aspects of construction and are exceptionally proficient in mechanical, electrical, plumbing, and



process trades. Our field teams are entirely union. Our team not only permits us to identify and resolve conflicts early on but also facilitates timely and efficient field installations. Brandt's strategic investments into the pre-planning arena have advanced our ability to minimize risk, maximize safety, and complete schedules faster and with minimal cost to clients.

At Brandt, we strive to exceed expectations by providing innovative value-conscious solutions to complex problems. Brandt looks beyond everyday industry-accepted approaches to solve problems and evaluate issues from disciplines other than exclusively mechanical and electrical. Brandt is committed to working in partnership with Owners and General Contractors to ensure schedules and budgets are met.

But how does Brandt ensure that systems perform correctly?



By design, Brandt is a collection of specialized and dedicated departments, service groups, and individuals intended to bring highly skilled and trained resources. Our in-house NEBB Certified Commissioning Group is managed in each significant office by LEED AP, Registered Professional Engineers, and is an integral part of all project teams from day one.

Brandt brings significant value to clients by providing commissioning early. Often, an owner hires a third-party commissioning authority until the construction phase. This process creates knowledge gaps that delay finalizing the project-specific programs.

Brandt engages our dedicated professional engineers (PE) and technicians from day one. Every submittal is reviewed for adherence to requirements by a mechanical/electrical PE in addition to project management. Brandt develops pre-functional and functional inspection/testing procedures that are specific for each project system. During installation and start-up, we check each critical component against both specification requirements and manufacturers' performance and installation standards..

Putting it all together – today, tomorrow and beyond

To summarize, Brandt provides mechanical, electrical, plumbing, and process services to clients in virtually every type of project including but not limited to the following: office high-rise buildings, high-end convention center hotels, complex and sophisticated hospitals and laboratory facilities, State of Texas government buildings, and massive semiconductor clean rooms. Unique challenges arise whether the project is big or small, but Brandt is successful in its execution and finished product and has earned a remarkable reputation for

COMPANY PROFILE

CORPORATE OFFICE:

The Brandt Companies, LLC
1728 Briercroft Ct.
Carrollton, TX 75006
972.395.6000

BRANCH LOCATIONS:

Austin

19001 N. Heatherwilde Blvd., Suite 120
Pflugerville, TX 78660
512.491.9100

Fort Worth

1001 NE Loop 820, Suite 300
Fort Worth, Texas 76131
817.626.0033

Houston

8848 North Sam Houston Parkway W
Houston, Texas 77064
832.714.3200

San Antonio

6023 Corridor Parkway
Schertz, Texas 78154
210.599.6120

Waco

205 Schroeder Dr.
Waco, TX 76710
254.772.1693

IN BUSINESS SINCE:

1952

HISTORICAL ANNUAL SALES VOLUME:

2021: \$519,000,000
2020: \$498,000,000
2019: \$530,000,000
2018: \$591,000,000
2017: \$497,000,000
2016: \$419,000,000

BACKLOG:

2022: \$546,187,560
2021: \$425,114,184
2020: \$515,874,640
2019: 497,000,000
2018: \$498,321,770
2017: \$479,643,539

OWNER:

Southland Industries
22340 Dresden Street, Suite 177
Dulles, VA 20166
703.834.5570

INSURANCE INFORMATION:

Marsh USA, Inc.
4400 Comerica Bank Tower
1717 Main Street
Dallas TX 75201
214.303.8258

BONDING INFORMATION:

CHUBB Federal Insurance Company
555 South Flower Street, 3rd Floor
Los Angeles, CA 90071
213.612.0880

MAXIMUM BONDING CAPACITY:

Brandt's bonding company has authorized single bonds in excess of \$250,000,000 with a backlog of over \$1,000,000,000. However, these amounts should not be considered maximum available. Brandt's excellent financial picture supports a greater limit both for single projects and total work program.

BANKING INFORMATION:

Frost Bank
15455 N. Dallas Parkway, #100
Addison, TX 75001
214.515.4693



BRANDT.

FORMER BUSINESS NAME AND OTHER ASSUMED NAMES:

Brandt Mechanical Services, Inc.
M&Z Brandt Engineering of Waco, LLC
Brandt Service Company LLC
Brandt Electric LLC
M&Z Brandt Engineering Co. LLC
Metalair Industries, LLC

TAX ID:

37-1652957

EIN:

75-2596711

TIN:

13716529576

D&B NUMBER & RATING:

00-750-8120 / 1R4

DUNS:

007508120

CAGE:

1C3R2

TEXAS SALES & USE TAX PERMIT:

32045410050

TXMAS:

10-03FAC070

NAICS/SIC CODE:

238210 / 238220 / 541380 / 541618

FULL TIME EMPLOYEES:

Approximately 1,800

UNDER CURRENT NAME SINCE:

January 3, 2012

FORM OF ORGANIZATION:

Limited Liability Company

STATES/JURISDICTIONS IN WHICH YOU WORK:

Texas, Oklahoma, Arkansas, Louisiana, Utah, Arizona,
New Mexico



BRANDT.

SERVICE & MAINTENANCE

As the largest mechanical, electrical and plumbing services provider in Texas, Brandt has been designing, building, servicing and retrofitting energy-efficient building systems for 67 years. With more than 1,000 highly trained technicians on staff, the company can install equipment from any manufacturer, provide periodic maintenance service and mobilize quickly as service needs arise.

Brandt's comprehensive in-house capabilities are provided by some of the industry's most experienced craftsmen and engineers to ensure that you receive a cost-effective solution -- with minimal facility downtime -- each and every time.

MECHANICAL SERVICES

Extend the life of key mechanical equipment. Brandt helps you proactively manage HVAC and building systems to enhance performance, minimize downtime and reduce operating costs.

The health of your mechanical systems directly impacts the profitability and productivity of your building. That's why we offer a single point of contact with factory-trained HVAC service technicians for all equipment manufacturers, bringing knowledge, safety and experience to every service engagement.

PLUMBING SERVICES

Your facility comprises a wide range of plumbing systems that you count on every day of the week. Brandt's plumbing services help keep your daily operations flowing smoothly.

Our comprehensive plumbing services include backflow testing, drain cleaning, hydrojetting, and medical gas piping systems. Our hydrojetting services include powerful equipment that can cut through grease lines and even tough jobs like storm sewers, parking deck lines, condenser water piping and more. Brandt helps you resolve plumbing issues quickly without compromising

the comfort and productivity of building occupants.

BOILER SERVICES

From emergency boiler service to boiler repair and engineered replacement plans, Brandt is your complete service provider. Brandt can help you meet local, national, and international codes while running at peak efficiency. Whether you will use a steam-generating fire tube boiler to generate heat for a single building, or a system of water tube boilers to generate energy for a larger campus, we have the experience to manage and maintain your boilers over time.

ELECTRICAL SERVICES

We can evaluate your facility using our in-house engineering and technology to provide you with solutions that get you back online quickly and safely.

EMERGENCY PLANNING

Brandt specializes in asset management of critical systems. Our facility services help you to minimize unexpected downtime, while also preparing to handle breakdowns and adverse events if they do occur. We respond quickly with 24/7 emergency service, so you can rest assured that even in the event of an emergency, your equipment and facilities will operate with minimal delays or interruptions.

RENTAL SOLUTIONS

As the trusted contractor and service provider in Texas, Brandt provides rental services at any stage of your construction, renovation or maintenance project. In the case of an emergency, we are here to keep your facility up and running with emergency rental equipment services.



BRANDT



3 Safety

SAFETY PROGRAM



Corporate Policy Statement

The management of Brandt is vitally interested in the safety and health of all company employees. It is therefore the policy of the corporation to provide and maintain safe and healthful working conditions, to follow operating practices that will safeguard all employees and persons who enter our properties, and to comply with all safety standards and regulations. The Safety and Health Program is vigorously enforced to prevent the occurrence of injuries and illnesses, and to avoid the suffering and economic loss associated with accidents.

Accident prevention and efficient work methods go hand in hand. All levels of management have a primary responsibility for the safety and well-being of all employees within their scope of authority. This responsibility can be met only by working continuously to promote safe work practices among all employees and to maintain property and equipment in a safe operating condition. Safe practices on the part of the employee must be part of all operations. No job shall be considered completed unless the worker has followed every safety rule or procedure to protect themselves and fellow workers. The ideal completion and safety must be inseparable.

Safety Program

The statement above comes from the first page of the Brandt Safety Manual (available upon request). In practice, this means that every employee (whether field or office staff), attends a mandatory 8-hour corporate safety orientation upon being hired. We have a comprehensive substance abuse program which tests employees prior to being hired, post-incident, probable cause, and random selection. Additionally, all Project Management and Supervision (foreman level and above) are OSHA-30 Certified.

Once on the jobsite, employees complete daily Job

Hazard Analysis sheets that are specific to the tasks that are being performed. Brandt also conducts a "Stretch and Flex" session daily. This is a stretching based format that helps to prevent strains and pulls, while also preparing the employee mentally for the day's work. Tools and equipment are inspected daily, to ensure that they are in good repair. At a minimum of once per week, jobsite Toolbox Talks are conducted, focusing on a topic related to the work being performed and accident trends company wide.

Every month, Brandt conducts Supervisor Safety

Meetings where our safety trends are evaluated, goals are set, and lessons are shared.

Brandt's safety department is overseen by our Vice President of Safety. This individual reports directly to one of our Executive Vice Presidents and has complete authority to "do whatever it takes" to ensure that safe work practices are being performed on our jobsites. Reporting to our Safety Vice President, are a team of Safety Directors and Managers, responsible for jobsite inspections and supporting our supervisory teams. The frequency of the visits to jobsites will range from a minimum of once per week, to full time involvement, depending on such factors as crew size, work schedule, nature of the work being performed, and contractual requirements.

LIVE IT™

The Live It program is a collection of safety practices successfully utilized on various Brandt projects.

Brandt has grown based on a commitment to continuous improvement, innovation and care. Project Leadership sets the pace, tone and safety climate on every job. The goal is to share the information with leadership and provide a framework to use in our ongoing commitment to send everyone home unharmed and improve overall company results.

Safety Climate –The daily environment perceived on a project is influenced by consistently changing conditions and factors. Our Safety Climate is a key factor, believed to be the "priority" of the project leadership. A workforce who experiences: Safety, Clear Purpose, Being Valued and Consistently Included drives a positive safety climate, leading to safe actions, high quality work and increased production.

Our vision is to eliminate incidents and injuries. Brandt culture holds everyone accountable to follow safety guidelines and policies, leading by example and driven by a goal to be leaders in the industry. We believe in a workforce driven first-class safety climate. Safe actions and behavior are driven by CHOICE-not just rules and compliance. Leadership sets the tone and behavior for each job. Ultimately, safety is a personal commitment to live the safe and right way, everyday. It means caring

about the people around us so that everyone is able to return home safe each night.

PREDICTIVE SOLUTIONS

Predictive Solutions (PS) – Brandt Risk Mitigation System will be set up and maintained by the discretion of the Project Manager and/or Superintendent on the job.

At least once a month, a team of 3-5 walk the site using predictive solutions to perform an audit. The group involved will change in order to increase training and awareness. Senior leadership will be given an abbreviated version of the Predictive Solutions audit for their hand-held device that will be available for them to use when visiting the job site.

Predictive Solutions increases awareness while walking the job site. Increasing the individual involvement creates improved analytics and removes the burden off of any one person to see everything; more eyes are better than one. Continual use builds teamwork and accountability. Through the use of the system everyone can see what is



being done right, the system tracks the information easily. It allows the team to focus; catching unsafe issues early and taking corrective actions proactively

TRAINING ALL EMPLOYEES

- 8-hour Safety Training for all employees
- 8-hour Safety Orientation for all new employees (Brandt Safety Booklet)
- Quarterly OSHA training for all employees
- Confined Space Training
- HazCom Training
- Bloodborne Pathogens
- Weekly Tool Box Talk on Each Job with Everyone on the Job
- Daily Tool Box Talk at start of each shift
- Daily Task Hazard Analysis on every job site – each shift

SUPERVISORS

- Monthly Supervisors Meeting
- 30 Hour OSHA training for Supervisors (all Superintendents and Project Mgrs.)
- CPR/First Aid training every other year
- OSHA Record keeping training for all Superintendents and Safety Committee Members

SPECIALIZED

- Operator training for all backhoes, forklifts, rough terrain forklifts, scissor lifts, boom lifts, powder actuated tools and laser users
- Competent person trenching training for all backhoe operators and underground supervisors

SAFETY COMMITTEE

- Monthly Safety Committee Meetings

STRETCH AND FLEX

- Daily stretch and flex routine

RECOGNITION PROGRAM

- Instant Recognition Program
- Gift Cards given for observed good behavior

ACCIDENT INVESTIGATION

- All accidents and incidents investigated by Safety Committee within 24 Hours
- Return – to - Work Program
- Designated Clinic for injured workers
- Modified Duty Program to get injured workers back to work

ADDITIONAL SAFETY PROGRAM INITIATIVES

- Pre-Employment and Post Accident Drug Testing
- Prescription Eyeglass Program
- Defensive Driver Training (As Applicable)
- (Brandt Safety Manual Available Upon Request)

2021- 2017 OSHA RATES

YEAR	TCIR	DART	MAN HOURS WORKED	EMR
2021	.43	.25	3,324,923	.60
2020	.78	.68	3,592,611	.57
2019	.83	.70	4,661,745	.53
2018	1.09	.61	5,235,392	.65
2017	1.68	.68	4,464,069	.67

City of Alvin HVAC Agreement

Final Audit Report

2022-08-08

Created:	2022-08-08
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh9eJQm3nVBezqQcdC2Q63rJvizmLvLFM

"City of Alvin HVAC Agreement" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2022-08-08 - 7:43:26 PM GMT
-  Document emailed to christopher.clegg@brandt.us for signature
2022-08-08 - 7:45:00 PM GMT
-  Email viewed by christopher.clegg@brandt.us
2022-08-08 - 8:11:44 PM GMT
-  Signer christopher.clegg@brandt.us entered name at signing as Christopher Clegg
2022-08-08 - 8:12:35 PM GMT
-  Document e-signed by Christopher Clegg (christopher.clegg@brandt.us)
Signature Date: 2022-08-08 - 8:12:36 PM GMT - Time Source: server
-  Agreement completed.
2022-08-08 - 8:12:36 PM GMT



Letter of Intent

March 14, 2023

The Brandt Companies, LLC
8848 N Sam Houston Pkwy W
Suite 410
Houston, TX 77064
Choice Partners #: 22049

To Whom it May Concern,

The Brandt Companies, LLC intends to renew our contract
for the upcoming fiscal year:

FY24: October 1, 2023- September 30, 2024.

No price increase will be reflected in the upcoming renewal.

Sincerely,



Jonathan Lemons
Director of Service
The Brandt Companies, LLC

AUSTIN	DALLAS	FORT WORTH	HOUSTON	SAN ANTONIO	WACO
19001 N. Heatherwilde Blvd., Ste. 120 Pflugerville, TX 78660 512.491.9100 TACLA 30430C TECL 20109 M 41312	1728 Briercroft Court Carrollton, TX 75006 972.395.6000 TACLA 19981C TECL 20109 M 40211	1001 NE Loop 820, Ste. 300 Fort Worth, TX 76131 817.626.0033 TACLA 60298C TECL 20109 M 40211	8848 N Sam Houston Pkwy W., Ste 410 Houston, TX 77064 832.714.3200 TACLA 15221C TECL 20109 M 40211	6023 Corridor Parkway, Ste. 100 Schertz, TX 78154 210.599.6120 TACLA 18441C TECL 20109 M 41312	205 Schroeder Dr. Waco, TX 76710 254.772.1693 TACLA 28979C TECL 20109 M 40211



AGENDA COMMENTARY

Meeting Date: 5/4/2023

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 1 for a one (1) year renewal agreement with LTS Lawncare for manicured mowing services of select parkland and other City-owned property and State Right of Way, in an amount not to exceed \$54,614.22; and authorize the City Manager to sign the Addendum upon legal review.

Type of Item: Contract/Agreement

Summary: This is the second of two manicured mowing agreements, originally approved in the amount of \$54,614.22 with LTS Lawncare by City Council on April 21, 2022, utilizing the public bid process, Bid# B-22-05. The first year of service began October 1, 2022 and will end September 30, 2023. Addendum No. 1 is the first of up to three one (1) year renewal options, which would begin October 1, 2023 and end September 30, 2024.

Service Year	Proposal
FY23 (Initial Award)	\$54,614.22
(1st one-year renewal option - Addendum 1)	\$54,614.22

The following locations would continue under the agreement: Hike and Bike Trail (Adoue Street to South Street), Hugh Adams Park, Marina Park, Morgan Park, Pearson Park, and Talmadge Park, two lots at 3404 Hummingbird and 1409 Talmadge, and four corner areas of the Gordon Street Bridge.

Staff recommends approval of Addendum No. 1 allowed in the manicured mowing agreement in the amount of \$54,614.22 with LTS Lawncare as their performance continues to provide good value to the City of Alvin.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 616-8003-00-3270 **Amount:** \$54,614.22

1295 Form Required? Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 4/27/2023 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: 5/1/23 MH

Supporting documents attached:

1. LTS - Addendum No. 1- FY24 B-22-05 No. 1 of 3
 2. Letter Of Intent FY24-LTS-B-22-05-No.1 of 3 One Yr. Renewals
 3. LTS Bid Price Sheets
-

Recommendation: Move to approve Addendum No. 1 for manicured mowing services to LTS Lawncare for mowing services of select parkland and other city-owned property and State Right of Way, in an amount not to exceed \$54,614.22; and authorize the City Manager to sign the Addendum upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: x

ADDENDUM NO. 1
TO THE CITY OF ALVIN
MANICURED MOWING SERVICES AGREEMENT

THIS Addendum No. 1 to the City of Alvin Manicured Mowing Services Agreement (“Addendum No. 1”) is made on this the _____ day of _____, 2023, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and LTS Lawncare (“LTS”).

WHEREAS, on April 21, 2022, the City approved and entered into a Manicured Mowing Services Agreement with LTS Lawncare for lawn services of select parkland and other City owned property and State Right of Way (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2023; and

WHEREAS, Section III of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for three – one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See LTS Lawncare’s letter attached as Exhibit “A”); and

WHEREAS, the City and LTS Lawncare desire to extend the term of the Agreement for the first of three (3) additional one (1) year extension, ending September 30, 2024.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and LTS Lawncare hereby agree as follows:

I.

The original Agreement entered into between the City and LTS Lawncare is extended for an additional year, ending September 30, 2024.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified, or supplemented by written agreement and signed by all parties.

III.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the Manicured Mowing Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

LTS LAWNCARE

CITY OF ALVIN, TEXAS

By: _____
Larry Dietrich, President

By: _____
Junru Roland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

LTS Lawncare

P.O. BOX 314

Alvin, Texas 77512

281.433.2590

l.dietrich1313@gmail.com

DATE: 3/8/2023

DAN KELINSKE

City of Alvin

Dept. of Parks and Recreation

This Letter of Intent is to Notify you of my intent to continue the current contract #B-22-05 between LTS Lawncare and the City of Alvin, Fiscal Year 24- October 1, 2023 through September 30, 2024.

No changes in pricing.

I hope that our service continues to meet and exceeds your expectations.

Thank You,

Larry Dietrich

Bidder Must Fill In & Sign

Name of Firm, Company



Agent's Name

LARRY DIETRICH

Agent's Title

OWNER

Mailing Address

P.O. Box 314

City

ALVIN

State

TX

Zip

77512

Telephone

281-433-2590

Fax No.

NONE

Email address:

l.dietrich1313@gmail.com

AUTHORIZED SIGNATURE

BID TITLE: MANICURED MOWING SERVICES**BID NUMBER: B-22-05****BID SUBMITTAL DATE: April 12, 2022 @ 2:00 P.M.****LATE BIDS WILL NOT BE CONSIDERED.**

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. SERVICES PERFORMED FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** SERVICES OFFERED SHALL **MEET** OR **EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

ITEM	ITEM AND DESCRIPTION			TOTAL
	MANICURED MOWING CONTRACT, per attached Specifications.			
1	SECTION A: Parks and Right of Way			\$ <u>48884.20</u>
2	SECTION B: Trust Properties			\$ <u>5730.02</u>
	GRAND TOTAL			\$ <u>54614.22</u>

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

FREQUENCY SCHEDULE:

October 1 through March 31: SECTION A, growth will be cut when height reaches four (4) inches or every fourteen (14) days, whichever comes first, or as directed by the City Representative. SECTION B, growth will be cut twice per month but no sooner than every two weeks, or as directed by the City Representative.

April 1 through September 30: SECTION A, growth will be cut when height reaches four (4) inches or every seven (7) days, whichever comes first, or as directed by the City Representative. SECTION B, growth will be cut twice per month but no sooner than every two weeks, or as directed by the City Representative.

Less or more frequent mowing may be required for periods of extreme heat, wet conditions, or unexpected growth cycles or as directed by the City's Representative.

FACILITIES: The areas to be mowed are categorized; names, addresses and exhibits (if any), are listed.

SECTION A Public Parks and ROW

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
1	Pearson Park	2200 Westpark Dr	\$ 477.50	39	\$ 18622.55
2	Morgan Park	1500 W. South St.	\$ 238.75	39	\$ 9311.25
3	Hugh Adams Park	3502 Mustang Rd.	\$ 119.38	39	\$ 4655.64
4	Talmadge Park	Talmadge St. @ 6 th St.	\$ 238.75	39	\$ 9311.25
5	Hike and Bike Trail	Adoue St. to South St.	\$ 59.69	39	\$ 2327.81
6	Right of Way	Gordon Street Bridge	\$ 119.38	39	\$ 4655.64

Section A TOTAL: \$ 48884.20

SECTION B Trust Properties

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
7	Trust Property #1	3404 Hummingbird	\$ 59.69	24	\$ 1432.50
8	Trust Property #2	1409 W. Talmadge	\$ 59.69	24	\$ 1432.50
9	Marina Park	Behind Bowling ally	\$ 119.38	24	\$ 2865.01

Section B TOTAL: \$ 5730.02

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

...



AGENDA COMMENTARY

Meeting Date: 5/4/2023

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 2 for a one (1) year renewal agreement with LTS Lawncare for manicured mowing services of select City-owned and State Right of Way property including parkland, lift stations, water wells, and various building grounds, in an amount not to exceed \$123,714.91; and authorize the City Manager to sign the addendum upon legal review.

Type of Item: Contract/Agreement

Summary: This Agreement with LTS Lawncare was originally approved in the amount of \$114,355.59 by City Council on May 6, 2021, utilizing the public bid process, Bid# B-21-11. Addendum No. 1 began October 1, 2022 and will end September 30, 2023. Addendum No.2 is the second of up to three one (1) year renewal options, which would begin October 1, 2023 and end September 30, 2024.

Service Year	Proposal
FY22 (Initial Award)	\$114,355.59
FY23 (1st one year renewal option - Addendum 1)	\$118,956.64
FY24 (2nd one year renewal option - Addendum 2)	\$123,714.91

The following locations would continue under the agreement: Lift Stations 8, 14, 23B, 26, 28, 29, 30, 31, 33, 34, 43; Water Wells 3, 4, 6, 7, 8; Water Towers 1, 2, 3; City Property - City Hall, Lot near Chamber, Library, Senior Center, Museum, Public Service Facility, Animal Adoption Center, APD, Bo Owen Pool, Girl Scout House Lot, American Legion Lot, Recreation Station (former Fire Station #1) + overflow lot, Fire/EMS Station #1, Fire Station #2 & 3, former EMS Station, downtown parking lot, APD shooting range, Durant Detention Pond, Kost Detention Pond, Waste Water Treatment Plant; City Entrances - North & South areas on Bypass 35, Welcome to Alvin Sign areas (2); Parks - Ruben Adame, Newman, Citizens, Sealy, Prairie Dog, National Oak, Lions and Oak Park Cemetery.

This addendum is the second of up to three, one-year renewals allowed per the agreement, having an effective date October 1, 2023 to September 30, 2024.

Staff recommends approval of addendum No. 2 allowed in the manicured mowing agreement in the amount of \$123,714.91 with LTS Lawncare as their performance continues to provide good value to the City of Alvin.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding 616-8003-00-3270

Amount: \$123,714.91

1295

Form Yes ☒ No ☐

Account:**Required?****Legal Review Required:** N/A ☐ Required ☒**Date Completed:** 4/27/2023 SLH**Finance Review:** N/A ☐ Required ☒
Required:**Date Completed:** 5/1/23 MH

Supporting documents attached:

1. LTS - Addendum No. 2- FY24 large contract
2. FY24 Price Increase-B-21-11-LTS-4 Percent Increase
3. Letter Of Intent FY24-LTS-B-21-11-No.2 Of 3 One Yr. Renewals

Recommendation: Move to approve Addendum No. 2 with LTS Lawncare for manicured mowing services of select City-owned and State Right of Way property including lift stations, water wells, park land and various building grounds, in an amount not to exceed \$123,714.91; and authorize the City Manager to sign the addendum upon legal review.

Reviewed by Department Head, if applicable: ☐Reviewed by City Attorney, if applicable: ☒Reviewed by Chief Financial Officer, if applicable: ☐Reviewed by City Manager, if applicable: ☒

ADDENDUM NO. 2
TO THE CITY OF ALVIN
MANICURED MOWING SERVICES AGREEMENT

THIS Addendum No. 2 to the City of Alvin Manicured Mowing Services Agreement (“Addendum No. 2”) is made on this the _____ day of _____, 2023, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and LTS Lawncare (“LTS”).

WHEREAS, on May 6, 2021, the City approved and entered into a Manicured Mowing Services Agreement with LTS Lawncare for lawn services of selected City facilities, Lift Stations, Water Wells and Towers, City parks and Right of Ways (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2022; and

WHEREAS, Section III of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See LTS Lawncare’s letter attached as Exhibit “A”); and

WHEREAS, the City and LTS Lawncare entered into Addendum No. 1 on or about April 21, 2022, agreeing to extend the term of the Agreement for an additional year ending September 20, 2023; and

WHEREAS, this Addendum No. 2 includes a price increase of four (4%) percent. (See LTS Lawncare’s letter attached as Exhibit “A”); and

WHEREAS, the City and LTS Lawncare desire to extend the term of the Agreement for the second of three (3) additional one (1) year extension, ending September 30, 2024.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and LTS Lawncare hereby agree as follows:

I.

The original Agreement entered into between the City and LTS Lawncare is extended for an additional year, ending September 30, 2024.

II.

This renewal term is subject to the same terms and provisions contained within the original Agreement, except for the price increase of four (4%) percent.

III.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 2, the provisions of Addendum No. 2 shall control. Addendum No. 2 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 2 to the Manicured Mowing Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

LTS LAWNCARE

CITY OF ALVIN, TEXAS

By: _____
Larry Dietrich, President

By: _____
Junru Roland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

From: Larry Dietrich
 To: Lori Ellis
 Subject: 4% INCREASE SUBMITTAL 3/8/2023 REV.2
 Date: Friday, March 17, 2023 7:26:28 PM

B-21-11 Manicured Mowing Service Bid Submittals 3/8/2023									
BID SUBMITTAL # 1 / LTS Lawncare									
Section A - Lift Stations/Water Towers/Water Wells									
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item	2.5% increase	FY 2023 Addendum #2	4.0% increase	FY 23-24 Addendum #3
1	Lift Station 8	2580 Koster St.	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$22.35	\$581.20
2	Lift Station 14	205 E. Old Galveston R.	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$44.44	\$1,155.48
3	Lift Station 23B	1823 Steele Rd	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$44.44	\$1,155.48
4	Lift Station 26	2490 Rowan Burton South & CR 178	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$22.35	\$581.20
5	Lift Station 28	2690 West Dumble St.	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$44.44	\$1,155.48
6	Lift Station 29	1920 Callaway	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$44.44	\$1,155.48
7	Lift Station 30	1587 S. Hwy 35	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$22.35	\$581.20
8	Lift Station 31	1075 FM 1462	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$22.35	\$581.20
9	Lift Station 33	Bypass 35	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$22.35	\$581.20
10	Lift Station 34	CR 153 @ End 3323 Old Galveston Rd.	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$22.35	\$581.20
11	Lift Station 43	1846 FM 528	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$44.44	\$1,155.48
12	Water Well #3	1080 W. Snyder	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$22.35	\$581.20
13	Water Well #4	300 S. Durant	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$22.35	\$581.20
14	Water Well #6	1050 Heights Rd	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$22.35	\$581.20
15	Water Well #7	1060 Heights Rd	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$44.44	\$1,155.48
16	Water Well #8	380 W. Willis St.	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$22.35	\$581.20
17	Water Tower	650 Dyche Lane	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$44.44	\$1,155.48
18	Water Tower	707 Verhalen	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$44.44	\$1,155.48
19	Water Tower	N. Bypass 35	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$44.44	\$1,155.48
Section A Total					\$ 15,207.66		\$ 15,587.85		\$16,211.37
Section B - Facility Grounds							3		
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item	2.5% increase	FY 2023 Price	4.0% increase	FY 23-24 Addendum #3
20	City Hall	216 W. Sealy St.	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$102.57	\$2,666.81
21	Vacant Lot (near chamber bldg.)	W. Willis St @ Hardie St	\$ 20.84	30	\$ 625.20	\$ 15.63	\$ 640.83	\$25.63	\$666.46
22	Library	105 S. Gordon St.	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$51.61	\$1,341.88
23	Senior Citizen Center	309 W. Sealy St	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$51.61	\$1,341.88
24	Museum	302 W. Sealy St.	\$ 20.84	30	\$ 625.20	\$ 15.63	\$ 640.83	\$25.63	\$666.46
25	Public Service Facility	1100 W. Hwy 6	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$102.57	\$2,666.81
26	Alvin Animal Adoption Center	550 W. Hwy 6	\$ 125.08	30	\$ 3,732.40	\$ 93.31	\$ 3,825.71	\$153.03	\$3,978.74
27	Alvin Police Department	1500 S. Gordon St.	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$102.57	\$2,666.81
28	Bob Owen Pool	919 Bayou Dr.	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$51.61	\$1,341.88
29	Girl Scout House Lot	1006 W. Adoue St.	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$102.57	\$2,666.81
30	American Legion Lot	206 S. Durant St	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$102.57	\$2,666.81
31	COA Facility with over-flow parking lot	302 W. House St./407 W. House St	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$51.61	\$1,341.88
32	Fire Station #2	110 Medic Lane	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$51.61	\$1,341.88
33	Fire Station #3	2700 FM 1462	\$ 62.54	30	\$ 1,876.20	\$ 46.91	\$ 1,923.11	\$76.92	\$2,000.03
34	COA Facility	709 E. House St.	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$51.61	\$1,341.88
35	Park-N-Ride	1755 Steel Rd.	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$51.61	\$1,341.88
36	Fire Training Field	7100 CR 160	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$102.57	\$2,666.81
37	Dyche Lane Property	800 Dyche Lane	\$ 83.39	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$51.61	\$1,341.88
38	Vacant Lot	N. Gordon St. @ W. Willis St.	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$51.61	\$1,341.88
39	ACVB grounds (train depot)	200 Depot Centre Blvd.	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$102.57	\$2,666.81
		801 E. South							

40	Fire Station / EMS	Street	\$ 125.08	30	\$ 3,252.40	\$ 81.31	\$ 3,333.71	\$133.35	\$3,467.06
41	Downtown Parking Lot	Corner of Sealy St. & Gordon Street	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$51.61	\$1,341.88
42	APD Shooting Range	200 Depot Centre Blvd.	\$ 83.39	30	\$ 2,701.70	\$ 67.54	\$ 2,769.24	\$110.77	\$2,880.01
43	Durant Detention Pond	Durant & South Street	\$ 125.08	30	\$ 3,252.40	\$ 81.31	\$ 3,333.71	\$133.35	\$3,467.06
44	Kost Detention Pond	Kost & South Street	\$ 175.00	30	\$ 5,250.00	\$ 131.25	\$ 5,381.25	\$215.25	\$5,596.50
45	Waste Water Treatment	4238 CR 160	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$102.57	\$2,666.81
					Section B Total	\$ 52,215.40		\$ 55,265.03	\$57,475.63
Section C - City Entrances									
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item	2.5% increase	FY 2023 Price	4.0% increase	FY 23-24 Addendum #3
46	North entrance sign area	Southbound Bypass 35	\$ 83.39	39	\$ 3,251.21	\$ 81.28	\$ 3,332.49	\$133.30	\$3,465.79
47	South entrance sign area #1	Northbound Bypass 35	\$ 83.39	39	\$ 3,251.21	\$ 81.28	\$ 3,332.49	\$133.30	\$3,465.79
48	South entrance Area #2	Northbound Bypass 35	\$ 250.00	12	\$ 3,000.00	\$ 75.00	\$ 3,075.00	\$123.00	\$3,198.00
49	Welcome to Alvin Sign	Hwy 6 @ Gordon St.	\$ 41.69	39	\$ 1,639.55	\$ 40.99	\$ 1,680.54	\$67.22	\$1,747.76
50	Welcome to Alvin Sign	Hwy 6 from Manvel	\$ 41.69	39	\$ 1,639.55	\$ 40.99	\$ 1,680.54	\$67.22	\$1,747.76
					Section C Total	\$ 12,783.55		\$ 13,101.06	\$13,625.10
Section D - Public Parks									
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item	2.5% increase	FY 2023 Price	4.0% increase	FY 23-24 Addendum #3
51	Ruben Adame	801 Shaw St.	\$ 41.69	39	\$ 1,625.91	\$ 40.65	\$ 1,666.56	\$66.66	\$1,733.22
52	Newman Park	1200 Newman St.	\$ 83.39	39	\$ 3,252.21	\$ 81.31	\$ 3,333.52	\$133.34	\$3,466.86
53	Citizens Park	Gordon St. @ Depot Centre Blvd.	\$ 20.89	39	\$ 814.71	\$ 20.37	\$ 835.08	\$33.40	\$868.48
54	Sealy Park	206 S. Durant St.	\$ 62.54	39	\$ 2,439.06	\$ 60.98	\$ 2,500.04	\$100.00	\$2,600.04
55	Prairie Dog Park	575 E. Hathaway	\$ 41.69	39	\$ 1,625.91	\$ 40.65	\$ 1,666.56	\$66.66	\$1,733.22
56	National Oak Park		\$ 125.08	39	\$ 4,878.12	\$ 121.95	\$ 5,000.07	\$200.00	\$5,200.08
57	Lion's Park		\$ 208.60	39	\$ 8,130.52	\$ 203.26	\$ 8,333.78	\$333.35	\$8,667.13
58	Oak Park Cemetery	300 Oak Park Dr.	\$ 291.86	39	\$ 11,382.54	\$ 284.56	\$ 11,667.10	\$466.68	\$12,133.79
					Section D Total	\$ 34,148.44		\$ 35,002.70	\$36,402.81
OLD GRAND TOTAL FY 2023			\$ 118,956.64						
NEW GRAND TOTAL (+4%)			\$ 123,714.91						

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Larry Dietrich
LTS Lawncare
281.433.2590

LTS Lawncare

P.O. BOX 314

Alvin, Texas 77512

281.433.2590

l.dietrich1313@gmail.com

DATE: 3/8/2023

DAN KELLMER

City of Alvin

Dept. of Parks and Recreation

This Letter of Intent is to notify you of my intent to continue the current contract #B-21-11. between LTS Lawncare and the City of Alvin, Fiscal Year 24- October 1, 2023 thru September 30, 2024.

Pricing request approval of 4.0% increase.

I hope that our service continues to meet and exceeds your expectations.

Thank You,

Larry Dietrich



AGENDA COMMENTARY

Meeting Date: 5/4/2023

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 1 for a one (1) year renewal with American Janitorial Services LTD, for janitorial services of City-owned buildings and park restrooms, in an amount of \$143,136.00; and authorize the City Manager to sign the addendum upon legal review.

Type of Item: Contract/Agreement

Summary: This Agreement was originally approved in the amount of \$143,1976.00 with American Janitorial Services, LTD by City Council on April 21, 2022, utilizing the public bid process, Bid # B-22-04. The first year of service began October 1, 2022 and will end September 30, 2023. Addendum No. 1 is the first of three one (1) year renewal options, which would begin October 1, 2023 and end September 30, 2024.

Staff requested to increase the frequency of cleaning at the Senior Center, from five (5) days per week to six (6) days per week. This change supplements staff efforts to ensure the entire building remains cleaned and restrooms stocked for weekend reservations. The additional cost is \$180.00 per month, \$2,160.00 annually. American Janitorial Services, LTD did not increase their base bid price.

Staff also requested to add janitorial service "upon request only" to the newly completed restroom/storage building at Pearson Park. The cost per request is \$85, the same as the base bid cost for the existing restroom building.

Service Year	Proposal
FY23 (Initial Award)	\$140,976
FY24 (1st one year renewal option - Addendum 1)	\$143,136

The following locations would continue under the agreement: City Hall, Public Services Facility, Public Services Facility #2 (Dyche Lane), Library, Senior Citizen Center, Museum, Train Depot, National Oak Park Restroom, APD, Animal Adoption Center, Recreation Station (formerly Fire Station #1), Fire/EMS Station #1, Fire Station 2 & 3. Facilities per request include; Portable Restroom, Briscoe, Lions, Pearson, Morgan, Bob Owen Pool Restrooms and Alvin Girl Scout House.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 616-8003-00-3270

Amount: \$143,136

1295 Form Required? Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 4/27/2023 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: 5/1/23 MH

Supporting documents attached:

1. AJS Addendum No 1 - FY24
 2. Letter Of Intent FY24-American Janitorial-No.1 of 3 One Yr. Renewals-B-22-04
 3. FY24 Addendum 1 Price per location
-

Recommendation: Move to approve Addendum No. 1 for a one (1) year renewal with American Janitorial Services LTD, for janitorial services of City-owned buildings and park restrooms, in an amount of \$143,136; and authorize the City Manager to sign the addendum upon legal review.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Manager, if applicable: X

ADDENDUM NO. 1
TO THE
CITY OF ALVIN
JANITORIAL SERVICES AGREEMENT

THIS Addendum No. 1 to the City of Alvin Janitorial Agreement (“Addendum No. 1”) is made on this _____ day of _____ 2023, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and American Janitorial Services, Ltd. (the “Contractor”).

WHEREAS, on April 21, 2022, the City approved and entered into a Janitorial Services Agreement for janitorial services for the City of Alvin facilities (the “Agreement”); and

WHEREAS, this Agreement provided for a term ending on September 30, 2023;

WHEREAS, this Addendum No. 1 adds pricing and frequency of the cleaning for the Alvin Senior Center and the new “East End Restroom” at Pearson Park for the upcoming 2024 fiscal year as follows:

- 1) Alvin Senior Center cleaning will increase from 5 (five) days a week to 6 (six) days a week increasing from \$900.00 per month to \$1080.00 per month; and
- 2) The addition of the new “East End Restroom” at Pearson Park will be cleaned “upon request only” which will be \$85.00/per time.

WHEREAS, Section III of the Agreement states that renewal shall be upon mutual consent of the parties and requires approval of the governing body. (See American Janitorial Services’ letter attached as Exhibit “A”);

WHEREAS, the City and American Janitorial Services, Ltd. desire to extend the term of the Agreement for the first of three one (1) year extensions ending September 30, 2024.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and American Janitorial Services hereby agree as follows:

I.

The original Agreement entered into between the City and American Janitorial Services is extended for an additional year, ending September 30, 2024.

This renewal term is subject to all the provisions contained within the original Agreement and this Addendum No. 1, which includes the additional pricing and frequency of the Alvin Senior Center and the addition of the new "East End Restroom" at Pearson Park.

II.

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the Janitorial Services Contract in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

AMERICAN JANITORIAL SERVICES

CITY OF ALVIN, TEXAS

By: _____

By: _____
Junru Roland, City Manager

Name: _____

Title: _____

ATTEST/SEAL

ATTEST/SEAL

By: _____

Name:

Title:

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney



Mar 1, 2023

MS. Lori Pitts
City of Alvin- Parks & Recreation
Executive Secretary
281-388-4292
Lpitts@cityofalvin.com
1100 W Hwy 6 Alvin TX 77511
www.alvin-tx.gov

Ms Lori Pitts,

This letter of intent is to renew the current contract #B-22-04 for the new fiscal year starting Oct 1, 2023 and ending September 30, 2024.

Upon request from City of Alvin, the following changes will be implemented:

- Senior Center cleaning going from 5 days a week to 6 days a week which will increase from \$900/month to \$1080/month
- Pearson Park will be adding a new restroom "East End Restroom" which is considered as "upon request only" cleaning which will be \$85/per time. Currently the "West End Restroom" is in the contract at \$85/per time " upon request".

There will be no price increase on the contract in place. If this is acceptable, please sign and return a copy of this letter as your agreement to the renewal.

We look forward to continuing our great working relationship.

_____ agrees to renew the janitorial services contract for city facilities with the new implementations stated above starting October 1, 2023 and ending September 30, 2024.

Sincerely,

Felicia Sanchez- Operations Administrator I

B-22-04 Janitorial Services Contract							
BID SUBMITTAL # 3 / American Janitorial Services LTD							
Locations - Daily Cleaning							
Item No.	Name	Address	Janitorial Services per Month	Supply Cost per Month	Estimated Annual Subtotal this item	Janitorial Services Annual Increase	FY24 Addendum #1
1	City Hall	216 W. Sealy Street	\$ 950.00	\$ 250.00	\$ 14,400.00	\$ -	\$ 14,400.00
2	Public Services Facility	1100 W. Highway 6	\$ 925.00	\$ 150.00	\$ 12,900.00	\$ -	\$ 12,900.00
3	Library	105 S. Gordon St.	\$ 1,150.00	\$ 240.00	\$ 16,680.00	\$ -	\$ 16,680.00
4	Senior Citizen Facility	309 W. Sealy St.	\$ 800.00	\$ 100.00	\$ 10,800.00	\$ 2,160.00	\$ 12,960.00
5	Museum	302 W. Sealy St.	\$ 540.00	\$ 100.00	\$ 7,680.00	\$ -	\$ 7,680.00
6	Convention & Visitors Bureau	200 Depot Centre Blvd	\$ 100.00	\$ 65.00	\$ 1,980.00	\$ -	\$ 1,980.00
13	National Oak Park Restrooms	118 S. Magnolia	\$ 775.00	\$ 150.00	\$ 11,100.00	\$ -	\$ 11,100.00
15	Police Department	1500 N. Gordon St.	\$ 1,528.00	\$ 150.00	\$ 20,136.00	\$ -	\$ 20,136.00
16	Alvin Animal Adoption Center	550 Highway 6	\$ 670.00	\$ 95.00	\$ 9,180.00	\$ -	\$ 9,180.00
17	Public Services Facility #2	800 Dyche Lane	\$ 325.00	\$ 40.00	\$ 4,380.00	\$ -	\$ 4,380.00
18	Recreation Station	302 W. House St.	\$ 425.00	\$ 50.00	\$ 5,700.00	\$ -	\$ 5,700.00
19	Fire/EMS Station #1	801 E. House St.	\$ 1,500.00	\$ 150.00	\$ 19,800.00	\$ -	\$ 19,800.00
20	Fire Station #2	110 Medic Lane	\$ 150.00	\$ 50.00	\$ 2,400.00	\$ -	\$ 2,400.00
21	Fire Station #3	2700 FM1462	\$ 260.00	\$ 60.00	\$ 3,840.00	\$ -	\$ 3,840.00

Locations - Cleaning Per Request					
Item No.	Name	Address	Janitorial Services per Request	Supply Cost per Request	Subtotal this item
7	Portable Restroom	As Specified	\$ 120.00	\$ 26.00	\$ 146.00
8	Bob Briscoe Park Restrooms	3201 S. Highway 35	\$ 70.00	\$ 15.00	\$ 85.00
9	Lions Park Restrooms	1060 College Drive	\$ 83.00	\$ 15.00	\$ 98.00
10	Pearson Park Restrooms	2200 Westpark Drive	\$ 70.00	\$ 15.00	\$ 85.00
11	Morgan Park	1500 W. South St	\$ 70.00	\$ 15.00	\$ 85.00
12	Bob Owen Pool Restrooms	919 Bayou Dr.	\$ 70.00	\$ 15.00	\$ 85.00
14	Alvin Girl Scout House	1006 W. Adoue St.	\$ 115.00	\$ 70.00	\$ 185.00

TOTAL Annual (Daily Cleaning)	\$	140,976.00	\$ 143,136.00
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AGENDA COMMENTARY

Meeting Date: 5/4/2023

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider Ordinance 23-H, amending Chapter 28, Comprehensive Fees, of the Code of Ordinances, City of Alvin, Texas, for the purpose of adding an annual permit/application and inspection fee for temporary A-Frame signs; providing for an effective date; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: At the April 20, 2023 City Council meeting, City Council adopted Ordinance 23-H, amending Chapter 17.5 Signs relating to temporary A-frame signs. Staff presented a \$50 annual permit/inspection fee to accompany this item, which was discussed with City Council at that meeting. This ordinance formally adopts the fee into Chapter 28 of the City's Code of Ordinances. Staff recommends approval of Ordinance 23-H.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 4/27/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Ord 23-H; Chap 28 Aframe temp sign annual permit inspection fee
-

Recommendation: Move to approve Ordinance 23-H, amending Chapter 28, Comprehensive Fees, of the Code of Ordinances, City of Alvin, Texas, for the purpose of adding an annual permit/application and inspection fee for temporary A-Frame signs; providing for an effective date; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

ORDINANCE 23-H

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEES, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF ADDING AN ANNUAL PERMIT/APPLICATION AND INSPECTION FEE FOR TEMPORARY A-FRAME SIGNS; PROVIDING FOR AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That Section 28-2 of the Code of Ordinances, City of Alvin, Texas, is hereby amended by adding a Short-Term Rental permit/application and inspection fee as follows:

Sec. 28-2. In General.

...

SIGNS

...

(2) Banners/feather flags

Grand opening banners.....\$ 15.00

Across public right-of-way\$100.00

Temporary on-premises banners/feather flags permit, each\$ 10.00

(3) Temporary A-Frame sign annual permit fee.....\$ 50.00

(4) (3)-Reinspection fee(s):

Newly constructed or reconstructed sign, per inspection\$ 25.00

(5) (4)-Impound fee\$ 50.00

(6) (5)-Storage fee, per day\$ 5.00

(7) (6)-Special use permit. An applicant requesting a special use permit shall pay a nonrefundable fee in the amount of\$250.00

...

Section 2. That except as amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this ordinance and any other ordinance, the provisions of this ordinance shall control.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. Effective Date. This Ordinance shall take effect immediately after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code the City of Alvin Charter.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on first and final reading on the 4th day of May 2023.

CITY OF ALVIN, TEXAS:

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/4/2023

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider a Professional Services Payment Agreement with WB W Alvin Land LLC for the reimbursement of certain costs incurred by the City of Alvin relative to a Tax Increment Reinvestment Zone, Project Plan and other professional and administrative services for the development of a 2,900 acre master planned community known as Preservation Creek, adjacent to State Highway 288, between FM 1462 and County Road 51; and authorize the Mayor to sign upon legal review.

Type of Item: Contract/Agreement

Summary: WB W Alvin Land LLC is submitting a *Professional Service Payment Agreement* to reimburse city expenses relative to the Tax Increment Reinvestment Zone (TIRZ) and the preparation of a project and financing plan for the TIRZ, and a development reimbursement agreement, and other relevant documents, including, but not limited to:

- * professional services
- * legal publications
- * notices
- * reproduction of materials
- * public hearing expenses
- * recording of documents
- * engineering fees
- * attorney fees
- * financial advisory fees
- * City staff time dedicated to Reinvestment Zone matters
- * other consultant fees

Basic terms of the contract include a deposit of \$25,000 from the developer for payment of city expenses related to the development. Also, in the event the deposit falls below \$7,500, upon request from the City, the Developer shall advance to the City an additional amount necessary to cause the amount on deposit with the City to equal no less than \$25,000. Also, per the agreement, the Developer's obligation to pay the City is not contingent on the City executing a development agreement or approving the Developer's project plan.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐

Budgeted Item: Yes ☐ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____

1295 Form Required? Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 5/1/2023 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed: _____

Supporting documents attached:

1. Professional Services Payment Agreement; WB W Alvin Land LLC

Recommendation: Move to approve a *Professional Services Payment Agreement* with WB W Alvin Land LLC for the reimbursement of certain costs incurred by the City of Alvin relative to a Tax Increment Reinvestment Zone, Project Plan and other professional and administrative services for the development of a 2,900 acre master planned community known as Preservation Creek, adjacent to State Highway 288, between FM1462 and County Road 51; and authorize the Mayor to sign upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: x

Reviewed by City Manager, if applicable: X

PROFESSIONAL SERVICES PAYMENT AGREEMENT

This Professional Services Payment Agreement (this "Agreement"), effective as of the _____ day of _____, 2023 (the "Effective Date"), is made and entered into by and between the **City of Alvin, Texas**, a home rule municipality located in the county of Brazoria, Texas ("City"), and **WB W Alvin Land LLC**, a Texas limited liability company ("Developer"), each herein referred to individually as "Party" or collectively as "Parties".

WHEREAS, the Developer plans to develop and improve approximately 2,900 acres of land in the City legally described in **Exhibit A** attached hereto ("Property") as a master planned, mixed-use community in various phases, with single family and multi-family and rental residential dwelling units, commercial development, industrial development, institutional development, public/community developments, and other uses permitted in conformance with a planned unit development to be drafted by Developer in cooperation with and at the direction and subject to the approval of the City, in accordance with applicable City regulations and ordinances, including platting, permitting or similar provisions; and

WHEREAS, the Property is located within that certain area in the City limits or extraterritorial jurisdiction shown on **Exhibit B** attached hereto ("West Alvin Area"); and

WHEREAS, in order to develop the West Alvin Area and the Property, the City intends to include the West Alvin Area within a "Tax Increment Financing Reinvestment Zone" ("Reinvestment Zone") and to adopt tax increment financing therefor, pursuant to Chapter 311, Texas Tax Code, as amended, entitled the Tax Increment Financing Act; and

WHEREAS, the Parties acknowledge that the City will incur certain costs relative to the Reinvestment Zone and the preparation of a project plan and reinvestment zone financing plan for the Reinvestment Zone (the "Project Plan") and a development reimbursement agreement and other relevant documents, including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, financial advisory fees, City staff time dedicated to Reinvestment Zone matters ("City Staff Time"), and other special consultant fees (collectively, "City Expenses");

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment for Professional Services. Within ten (10) days of receipt of request by the City, Developer shall deposit with the City \$25,000.00 (the "Deposit") for payment of the City Expenses. Further:

- (a) City agrees to hold the Deposit in a separate interest bearing account maintained by the City which may only be used to pay the City Expenses.

- (b) City agrees that all City Expenses relating to third-party consultants that are to be paid from the Deposit shall be evidenced by invoices that describe the work performed by person, date, billing rate and amount of time to perform such task. Within ten (10) business days after receipt of each invoice for City Expenses (and before such invoice is paid), the City shall forward such invoice to the Developer. If the Developer reasonably requests additional information in clarification or support of such invoice, the City/consultant shall provide the same, if available. The Developer shall have ten (10) business days after receipt during which to review each invoice and to make objections. If the Developer objects to any portion of an invoice, the City, the Developer and those providing the services shall attempt to resolve the dispute within a reasonable period of time; however, if notwithstanding their collective good faith efforts the dispute cannot be timely resolved, the City may pay such invoice, including any disputed amounts, within thirty (30) days from the date of the invoice using the funds from the Deposit. For City Staff Time, the City shall provide an accounting of the staff time dedicated to Reinvestment Zone matters and an allocation of costs for such time.
- (c) Developer agrees that in the event the Deposit falls below \$7,500.00 upon request from the City, Developer shall advance to the City an additional amount necessary to cause the amount on deposit with the City to equal no less than \$25,000.00 or the projected remaining City Expenses (excluding City Staff Time), whichever is less.
- (d) In the event the Deposit is exhausted, upon notice, Developer shall pay the balance owed in full within fifteen (15) business days in addition to the remittance of the additional funds as provided above.
- (e) In the instance that deposits of additional funds are not timely made, the City shall have no obligation to incur any additional City Expenses until such deposit is made.
- (f) The City will pay City Expenses (other than City Staff Time) out of the Deposit and keep accounting of all charges for City Expenses incurred, including City Staff Time. Upon the termination of this Agreement any unused portion of the Deposit shall be returned to Developer (including all interest earned on the Deposit).

2. No Obligation. Developer acknowledges that the City has no obligation to finalize a development agreement or Project Plan, and nothing contained within this Agreement shall create any such obligation. The Developer's obligation to pay the City Expenses shall exist and continue independent of whether the development agreement or the Project Plan is approved. This Agreement shall confer no vested rights or development rights on the Property or to the Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

3. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing at least five (5) days' written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the City and the Developer, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay from the Deposit the City Expenses incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to Developer. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Developer in the event of a termination shall survive any termination of this Agreement, and the Developer does not release or discharge its right to such excess funds. Upon approval of a development reimbursement agreement and the Project Plan by the City Council, this Agreement shall automatically terminate and any remaining portion of the Deposit shall be refunded to Developer.

4. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

5. Amendment. This Agreement may only be amended by written instrument approved by the Parties.

6. Successors and Assigns. Neither City nor Developer may assign or transfer its interest in the Agreement without prior written consent of the other Party.

7. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by electronic transmission received by the other Party or by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing:

City:

City of Alvin
216 W. Sealy St.
Alvin, Texas 77511
Attention: City Manager
Re: Reinvestment Zone Number One

Developer:

WB W Alvin Land LLC
11740 Katy Freeway #1400
Houston, Texas 77079
Attention: Lisa M. Clark

8. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.

9. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Brazoria County, Texas.

10. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

12. Execution. The Mayor and the City Manager are hereby authorized to execute and deliver this Agreement in substantially the form presented to the City Council with such changes as the City Manager may deem appropriate.

13. Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/flo-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity than controls, is controlled by, or is under common control with the Developer and exists to make a profit.

14. Anti-Israel Boycott. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to

penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

15. Petroleum. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

16. Firearms. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing

verification, (b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

[Execution page follows]

CITY OF ALVIN, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(SEAL)

COUNTERSIGNED:

City Manager

Date Countersigned: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

WB W Alvin Land LLC

By: Lisa M. Clark

Name: Lisa M. Clark

Title: Sr. VP - Master Planned Communities

Exhibit A

Legal Description of Property

Exhibit B
West Alvin Area Map



AGENDA COMMENTARY

Meeting Date: 5/4/2023

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider Addendum No. 1 for a one (1) year renewal agreement with Stronghold Vegetation Management for Bypass 35 Mowing Services for an amount not to exceed \$97,680.00; and authorize the City Manager to sign the addendum upon legal review.

Type of Item: Contract/Agreement

Summary: An initiative in the City's Strategic Plan is to establish a comprehensive program to beautify the City. As a part of that plan, staff included funding in the FY23 budget to contract out mowing services to improve beautification along the TXDOT Bypass 35 thoroughfare traveled by Alvin's residents and visitors.

The bid to mow the Bypass 35 includes 139.5 acres of the median, eastside right-of-way, and westside right-of-way from the YMCA/Kroger on the south end of town, to Fox Meadows on the north end. This includes mowing to a uniform height of 4-6 inches, weed eating, or trimming around objects that cannot be mowed around, such as signs, utility poles, guidewires, drainage structures, ditches, etc., on a monthly basis or a 30-day cycle. The contractor shall be responsible for obtaining any permits necessary and provide traffic control when necessary, such as posting the appropriate caution signs.

The Council awarded the bid for the Bypass 35 mowing services to Stronghold Vegetation Management on May 19, 2022. Stronghold has been very reliable, dependable, and has performed their services timely to date. The current contract has an option to extend for two (2) additional one (1) year terms at the same terms and conditions, as long as both parties are in agreement to doing so. Stronghold is in agreement to extend the contract for the Bypass 35 mowing services for an additional one (1) year at the same terms and conditions.

Staff recommends extending the contract for the Bypass 35 mowing services with Stronghold Vegetation Management.

****this is separate and unrelated to the Manicured Mowing contract services***

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☒

Funding Account: 312-5501-00- **Amount:** \$97,680.00 **1295 Form Required?** Yes ☐ No ☐
3420

Legal Review Required: N/A ☐ Required ☒ 5/1/2023 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** 5/1/23 MH

Supporting documents attached:

1. Addendum No. 1- FY24 Bypass 35 Mowing
 2. Exhibit A - Addendum No. 1
 3. City of Alvin Contract for Bypass Mowing - Stronghold
 4. Stronghold bid
 5. 2022 Bypass 35 Mowing Map
-

Recommendation: Move to approve Addendum No. 1 for a one (1) year renewal agreement with Stronghold Vegetation Management for Bypass 35 Mowing Services for an amount not to exceed \$97,680.00; and authorize the City Manager to sign the addendum upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X

ADDENDUM NO. 1
TO THE CITY OF ALVIN
BYPASS 35 MOWING SERVICES AGREEMENT

THIS Addendum No. 1 to the City of Alvin Bypass 35 Mowing Services Agreement (“Addendum No. 1”) is made on this the _____ day of _____, 2023, by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the “City”), and STRONGHOLD VEGETATION MANAGEMENT (the “Contractor”).

WHEREAS, on May 19, 2022, the City approved and entered into the Bypass 35 Mowing Services Agreement with STRONGHOLD VEGETATION MANAGEMENT for mowing services on Bypass 35 (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on May 19, 2023; and

WHEREAS, Section III of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for two (2) additional one (1) year extensions, for a total of three (3) years, and each renewal term shall be attached to the Agreement as an Addendum (See STRONGHOLD VEGETATION MANAGEMENT’s letter attached as Exhibit “A”); and

WHEREAS, the CITY OF ALVIN, TEXAS and STRONGHOLD VEGETATION MANAGEMENT desire to extend the term of the Agreement for the first of two (2) additional one (1) year extensions, ending May 19, 2024;

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the CITY OF ALVIN, TEXAS and STRONGHOLD VEGETATION MANAGEMENT hereby agree as follows:

I.

The original Agreement entered into between the CITY OF ALVIN, TEXAS and STRONGHOLD VEGETATION MANAGEMENT is extended for an additional year, ending May 19, 2024.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified, or supplemented by written agreement and signed by all parties.

III.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the Bypass 35 Mowing Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

CONTRACTOR:
STRONGHOLD VEGATATION
MANAGEMENT

CITY:
CITY OF ALVIN, TEXAS

BY: _____
Jason Knighton
Owner

BY: _____
Junru Roland
City Manager

ATTEST/SEAL

ATTEST/SEAL

BY: _____
Name: _____
Title: _____

BY: _____
Dixie Roberts
City Secretary

APPROVED AS TO FORM:

BY: _____
Suzanne L. Hanneman
City Attorney

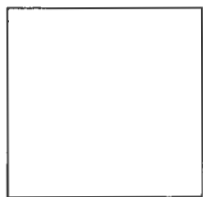
Diane Harper

Subject: FW: Contract Extension
Attachments: City of Alvin Contract for Bypass Mowing - Stronghold.pdf

From: Jason Knighton <jason@strongholdtexas.com>
Sent: Tuesday, April 25, 2023 12:15 PM
To: Andre Roberts <aroberts@psf.cityofalvin.com>
Subject: Contract Extension

Andre,
We would like to extend the bypass mowing contract for another year at the same price of \$8140.00 per cut.
Thank you for being a valued customer. We look forward to another year of service.

--



Jason Knighton
President
www.strongholdtexas.com

EXHIBIT A

AGREEMENT FOR BYPASS 35 MOWING SERVICES

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

THIS AGREEMENT for BYPASS 35 MOWING SERVICES (the “Agreement”) is made and entered into on this 10th day of October, 2022, by and between the CITY OF ALVIN, TEXAS (the “City”), a municipal corporation of the State of Texas, situated in Brazoria County, Texas, and STRONGHOLD VEGETATION MANAGEMENT (the “Contractor”).

WITNESSETH:

WHEREAS, on or about April 3, 2022, and April 10, 2022, the City advertised for bids for Bypass 35 Mowing Services for Fiscal Year 2022-2023; and

WHEREAS, the Contractor submitted the lowest bid or the bid that will provide the best value for the City; and

WHEREAS, on or about May 19, 2022, the City Council awarded a Bypass 35 Mowing Services bid to the Contractor; and

WHEREAS, this Agreement defines the rights and obligations of the parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein the City and the Contractor hereby agree as follows:

L.

SCOPE OF SERVICES

The Contractor shall perform services necessary to provide a well-maintained and groomed area in those locations identified in the bid entitled City of Alvin, Texas Bypass 35 Mowing Services, attached hereto as Exhibits “A, B, C, and D,” and incorporated herein by reference (the “Bid”). Such services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in the bid for Exhibits “A, B, C, and D.” Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and reduce the payment to the Contractor in the amount of the per trip price for such location(s), multiplied by the number of trips remaining in the fiscal

year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

Contractor shall use professionally accepted mowers as determined by location. All curb lines, edges, etc., shall be edged with every mowing. Weed-eating shall be done around all buildings, trees, shrubs, posts, tire stops, etc., with every mowing. Contractor shall take all necessary precautions to minimize and avoid damage to trees, glass windows, doors, vehicles, etc. The contractor shall be held accountable for any damages.

II.

COMPENSATION

2.01 – Payment Terms.

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term hereof the amount of Ninety-Seven Thousand Six Hundred Eighty (\$97,680.00) Dollars for Bypass 35 mowing services required hereunder for the fiscal year 2022-2023.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of Ninety-Seven Thousand Six Hundred Eighty (\$97,680.00) Dollars, may be renewed by mutual agreement between Contractor and the City at the same rate.

To receive payment the Contractor shall submit monthly invoices to the City following the completed mowing services each month, specifying the services rendered, dates of service, and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s). The City shall be entitled to any reimbursement from the Contractor for overpayments due to election of equal monthly installments based upon time of contract termination.

2.02 – Allocated Funds.

- (a) The City's duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 2.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of Ninety-Seven Thousand Six Hundred Eighty (\$97,680.00) Dollars, to be used to discharge its duties to pay money under this Agreement (the "Original Allocation") during the fiscal year 2022-2023. The parties recognize that

the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.

- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor's exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

III.

TERM AND RENEWAL OPTION

This Agreement shall commence on **May 19, 2022** and shall end on **May 19, 2023**. However, upon mutual consent of the parties and approval of the governing body, this Agreement may be extended for two (2) additional one (1) year extensions, for a total of three (3) consecutive years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 2.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

IV.

TERMINATION

4.01 – With Cause.

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the

City shall have the right to terminate the Contractor's duties under this Agreement as of the (10th) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

4.02 – Without Cause.

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

V. INSURANCE

In accordance with the Insurance requirements in the Terms and Conditions contained within the Notice to Bidders, Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days' notice in writing to the Contractor.

VI. MISCELLANEOUS

6.01 – Independent Contractor.

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the contractor must be legally approved to work in the United States.

6.02 – Applicable Laws.

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over the Contractor's services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

6.03 – Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3rd) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Director of Public Services
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: (281) 388-4325

Jason Knighton
Stronghold Vegetation Management
P.O. Box 553
Rosharon, Texas 77583
Phone No: (281) 369-0321

6.04 – Contract Documents.

The Contract Documents which comprise and supplement this Agreement consist of the following documents, which documents are made part of this Agreement as fully as if disclosed and written at length and made a part hereof:

- (a) This Agreement;
- (b) Exhibit A, B, C, and D – the maps of the locations to be mowed
- (c) Notice to Bidders (including Terms and Conditions, Specifications and Bid), submitted by Contractor;
- (d) Notice of Award;
- (e) Any modifications, including Change Orders duly delivered after execution of this Agreement.

6.05 – Entire Agreement.

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 10th day of October, 2022.

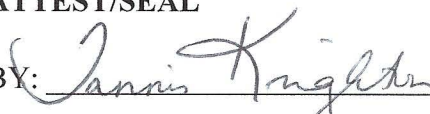
CONTRACTOR:
STRONGHOLD VEGETATION
MANAGEMENT

BY: 
Jason Knighton
Owner

CITY:
CITY OF ALVIN, TEXAS

BY: _____
Junru Roland
City Manager

ATTEST/SEAL

BY: 
Name: Tannis Knighton
Title: office manager

ATTEST/SEAL

BY: _____
Dixie Roberts
City Secretary

APPROVED AS TO FORM:

BY: _____
Suzanne L. Hanneman
City Attorney

* Duplicate *



**CITY OF ALVIN
NOTICE TO BIDDERS
BID # B-22-06
BYPASS 35 MOWING SERVICES**

The City of Alvin is now accepting sealed bids for **Bypass 35 Mowing Services**. Forms furnished by the City of Alvin may be obtained without deposit from:

City of Alvin
Office of the City Secretary
216 West Sealy Street
Mon-Thurs. 7:00 a.m. to 6:00 p.m.
Closed Fridays

The complete bid packet may also be downloaded from the City's website at www.alvin-tx.gov

All sealed bids shall be submitted including one marked original and one (1) duplicate on the original forms and clearly marked with bid number, and title. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

Bids will be received at the Office of the City Secretary, 216 West Sealy Street, Alvin, TX 77511 until 2:00 p.m., Tuesday, April 19, 2022.

No late bids will be considered.

Bids will be opened Tuesday, April 19, 2022, at 2:15 p.m. in the Council Chambers at Alvin City Hall, 216 West Sealy Street.

The City of Alvin reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid deemed to provide the best value for the City.

All inquiries about this bid or specifications must be made to Brandon Moody, Director of Public Services at 281-388-4325 or bmoody@cityofalvin.com

PRE-PROPOSAL MEETING: A **non-mandatory** meeting will be held at the Public Services Department, 1100 West Highway 6, Alvin, Texas on April 12, 2022, at 2:00 p.m.

PUBLISHED: 4/03/2022

4/10/2022



Bidder Must Fill In & Sign

Name of Firm, Company

Stronghold Vegetation Management

Agent's Name

Jason Knighton

Agent's Title

Owner

Mailing Address

PO Box 553 Rosharon TX 77583

City

State

Zip

281-369-0321

Telephone

Fax No.

Email address:

jason@Strongholdtexas.com

JK
AUTHORIZED SIGNATURE

BID TITLE: BYPASS 35 MOWING SERVICES

BID NUMBER: # B-22-06

BID SUBMITTAL DATE: _____

LATE BIDS WILL NOT BE CONSIDERED

BIDDER **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS **READ AND AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. SERVICES PERFORMED FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** SERVICES OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

ITEM	ITEM AND DESCRIPTION	Per Mow	TOTAL for 12 times
	Bypass 35 MOWING CONTRACT, per Requirements and Specifications.		
1	EXHIBIT A: Including median, east ROW, and west ROW	\$ <u>2530⁰⁰</u>	\$ <u>30,360⁰⁰</u>
2	EXHIBIT B: Including median, east ROW, and west ROW	\$ <u>2750⁰⁰</u>	\$ <u>33,000⁰⁰</u>
3	EXHIBIT C: Including median, east ROW, and west ROW	\$ <u>880⁰⁰</u>	\$ <u>10,560⁰⁰</u>
4	EXHIBIT D: Including median, east ROW, and west ROW	\$ <u>1,980⁰⁰</u>	\$ <u>23,760⁰⁰</u>
	GRAND TOTAL	\$ <u>8,140⁰⁰</u>	\$ <u>97,680⁰⁰</u>

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

TERMS AND CONDITIONS

1. The City of Alvin will accept **sealed bids** Monday through Thursday, 7:00 a.m. to 6:00 p.m. Bids must be received by the OFFICE OF THE CITY SECRETARY before the specified hour and date on the Notice to Bidders. The bids will then be publicly opened and read aloud on the date and time specified on the Notice to Bidders.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, project title, and date of bid submittal deadline.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, based on a written acceptable reason.
5. The City of Alvin reserves the right to revise or amend the specifications prior to date and time set for submittal of bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Alvin must have at **least** five (5) working days' notice prior to bid opening date.
6. Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the OFFICE OF THE CITY SECRETARY and obtain clarification prior to submitting a bid.
7. Bids offered shall be valid for ninety (90) days from opening date.
8. The City of Alvin is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
9. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT**. Authorized signature should appear on each page of the bid, in the space provided.
11. NO substitutions or cancellations of a bid are permitted without written approval of the City of Alvin.
12. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Alvin reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides services at the best value for the City of Alvin.
13. Purchase order number should be on an original invoice and sent to the City of Alvin, 1100 W Hwy 6, Alvin, Texas 77511, Attn: Public Services Department.
14. The City of Alvin shall pay for the service within thirty (30) days of receipt of the invoice or as provided by StateLaw.
15. The City of Alvin reserves the right to terminate this contract for any reason by notifying the Contractor in writing thirty (30) days prior to the termination of this agreement.

BYPASS 35 MOWING SERVICES

BID NUMBER: # B-22-06

SCOPE: The City of Alvin seeks competitive bids on Bypass 35 Mowing Services for the City of Alvin. Contractor shall mow, edge, and trim the sites listed in the bid proposal. The purpose of these specifications is to describe the minimum requirements of the City of Alvin for the annual manicured mowing contract.

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded to the lowest responsible bidder or to the bidder who provides services at the best value for the City of Alvin.

QUALIFICATIONS OF BIDDERS: The Bidder must be capable of performing each of the various items of work bid upon. Each Bidder shall submit with the proposal a statement listing equipment available for the work being bid upon. In determining the best value to the City, the following elements will be considered. Whether the Bidder:

1. Maintains a permanent place of business.
2. Has adequate equipment in good working condition to work properly and expeditiously.
3. Has suitable financial status to meet obligations incidental to work, and upon request, shall be prepared to furnish financial statement.
4. Has appropriate technical experience; and
5. Applicator's license(s), if applicable.

REFERENCES: Bidder shall provide a list of a minimum of three (3) customers to whom Bidder has performed bid services for the last three (3) years. "Attachment A – References" is attached for Bidder's convenience and shall be returned with the Invitation to Bid.

STANDARD OF PERFORMANCE: The Bidder shall perform all services under this Agreement in accordance with the standards and codes of the approved regulations by the governing agency.

CHANGES: Proposed facilities and frequency schedules of service are and may be subject to additions and/or deletions. The City of Alvin reserves the right to increase or decrease facilities and frequency schedules of service during the entire term of this contract.

NON-FUNDING CLAUSE: The City of Alvin's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Alvin reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

CONTRACT PERIOD: The term of this contract is for one (1) year from the date the contract is signed. Thereafter, this contract may be renewed under the same terms and conditions for up to an additional two (2) successive one-year terms, for a total of three (3) years upon the agreement of the parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Invitation to Bid.

Additionally, the Bidder understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Bidder was receiving for the services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Bidder for such services. The City of Alvin may terminate extension at any time for any reason without prior notice.

INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE A CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement.
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence; and
- (d) Excess Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability, and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR

IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE AN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Brazoria County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

ASSIGNMENT: The successful bidder may not assign, sell, or otherwise transfer this contract without prior written consent of the City Council of the City of Alvin.

CONTRACT TERMINATION: The City of Alvin reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, they may demand that the other party give a written assurance of this intent to perform. In the event that demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

CONFLICT OF INTEREST: Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment of other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter into a contract,

including submission of a bid or proposal, or

2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at:

www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

INVOICE: Bidder shall include Purchase Order number on corresponding invoice. Invoice shall be sent to:

CITY OF ALVIN
ATTN: Public Services Department
1100 W HWY 6
ALVIN, TEXAS 77511

PAYMENT: The City of Alvin shall pay for services within thirty (30) days of receipt of invoice as provided by State Law.

CITY REPRESENTATIVE: The City's representative is as follows:

- Brandon Moody, Director of Public Services, or designee
- Andre Roberts, Street Department Superintendent

Continued on next Page

SPECIFICATIONS OF
BYPASS 35 MOWING SERVICES
BID #B-22-06

REQUIREMENTS:

1. Contractor may not commence work before sunrise and must have all equipment off the road by sunset.
2. Growth will be cut to a uniformed height range of four (4) to six (6) inches "rough cut", using equipment such as a tractor with "brush hog" attachment or similar equipment.
3. Contractor will be required to obtain an approved traffic control plan from Texas Department of Transportation (TXDOT).
4. Contractor is responsible for collecting the trash and debris prior to mowing. If trash or debris is mowed, the contractor is responsible for cleaning the mowed debris.
5. Contractor will be responsible for damaged landscape/irrigation systems due to overweight equipment.
6. Contractor shall provide in writing AND in advance to the City Representative, a mowing schedule including proposed dates of all upcoming exhibits scheduled to be mowed.
7. With each invoice for payment, Contractor shall provide the City with a list of dates of when each exhibit was mowed.
8. Mowing and trimming includes all mowing, trimming, cutting around objects such as utility poles, guide wires, culverts, manholes, water valve boxes, drainage structures, street signs, and ditches.
9. Routine herbicide application is permissible and should be used sparingly. Applicator shall have proper license, if applicable.
10. Locate equipment or materials, temporarily stored on State Right-Of-Way during non-working hours, at least 30 feet from the edge of the pavement. No equipment is to be stored within the median.
11. Work will not be permitted when impending bad weather or low temperatures may impair the quality of the work.
12. Equipment and work methods satisfactory to the Director of Public Services, which will produce the desired results, may be used in lieu of that specified.
13. Procure permits and licenses, which are to be issued by the City and State.

SITE MANAGEMENT:

1. Personal vehicles of employees are not permitted to park within the right of way, including sections closed to public traffic. Employees may park on the right of way at the Contractor's office, equipment, and materials storage yard sites.
2. Assume ownership of debris and dispose of at an approved location. Do not dispose of debris on private property.

UTILITIES:

1. Consider the locations of underground utilities and employ responsible care to avoid damaging utility facilities. Depending upon scope and magnitude of planned construction activities, advanced field confirmation by the utility owner or operator may be prudent. Where possible, protect and preserve permanent signs, markers, and designations of underground facilities.
2. If the Contractor damages or causes damage (breaks, leaks, nicks, dents, gouges, etc.) to the utility, contact the utility facility owner or operator immediately.
3. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the Department.
4. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.

FREQUENCY SHCHEDULE:

All areas to be mowed will be "rough cut" monthly or every thirty (30) days, whichever comes first, or as directed by the City Representative.

Less or more frequent mowing may be required for periods of wet conditions or unexpected growth cycles.

FACILITIES: The areas to be mowed are categorized by EXHIBITS A, B, C, and D, as listed in the attached exhibit.

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

...

- (3) "Non-resident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

...

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that Stronghold Vegetation Management is a **resident** bidder of Texas.
(Company Name)

as defined in Section 2252.001(4), Texas Government Code.

Signature JK

Print Name Jason Knighton

I certify that _____ is a **non-resident** bidder as
(Company Name)

bidder is defined in Section 2252.001(3), Texas Government Code, and our principal place of

business is Reston, Texas

(City and State)

Signature JK

Print Name Jason Knighton

**CITY OF ALVIN PUBLIC WORKS DEPARTMENT
NO BID NOTIFICATION**

BID TITLE: Bypass 35 mowing services
BID NUMBER: BID # B-22-06
SUPPLIER NAME: Stronghold Vegetation Management
ADDRESS: PO Box 553
Rosharon Texas 77583
AGENT'S NAME: Jason Knighton TELEPHONE: 281-369-0321

The CITY OF ALVIN is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- ☐ Do not supply the requested product.
- ☐ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- ☐ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- ☐ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- ☐ Time frame for bidding was too short for my organization.
- ☐ Not awarded a previous contract by the City when you felt you were low bidder.
- ☐ Other _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

If you wish to remain on the City's bid list for this item, please indicate:

☒ I wish to remain. ☐ I do not wish to remain.

ATTACHMENT A
REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained, or provided this or similar product or service.

Company Name: City of Pearland

Address: 3515 Liberty Dr. Pearland TX 77581

Contact Person: Scott Lightfoot

Telephone: (281) 924-8501

Email: slightfoot@pearlandtx.gov

Product Purchased by Reference: Row mowing Services

Company Name: TXDOT ~~Fort Bend~~ Fort Bend Co.

Address: 4325 SH 36 South Rosenberg TX 77471

Contact Person: Annabell ~~Martinez~~ Martinez

Telephone: (281-) 238-7969

Email: annabell.martinez@txdot.gov

Product Purchased by Reference: Row mowing Services

Company Name: TXDOT Brazoria Co.

Address: 18761 FM 523 Angleton TX 77515

Contact Person: Holly Mikel

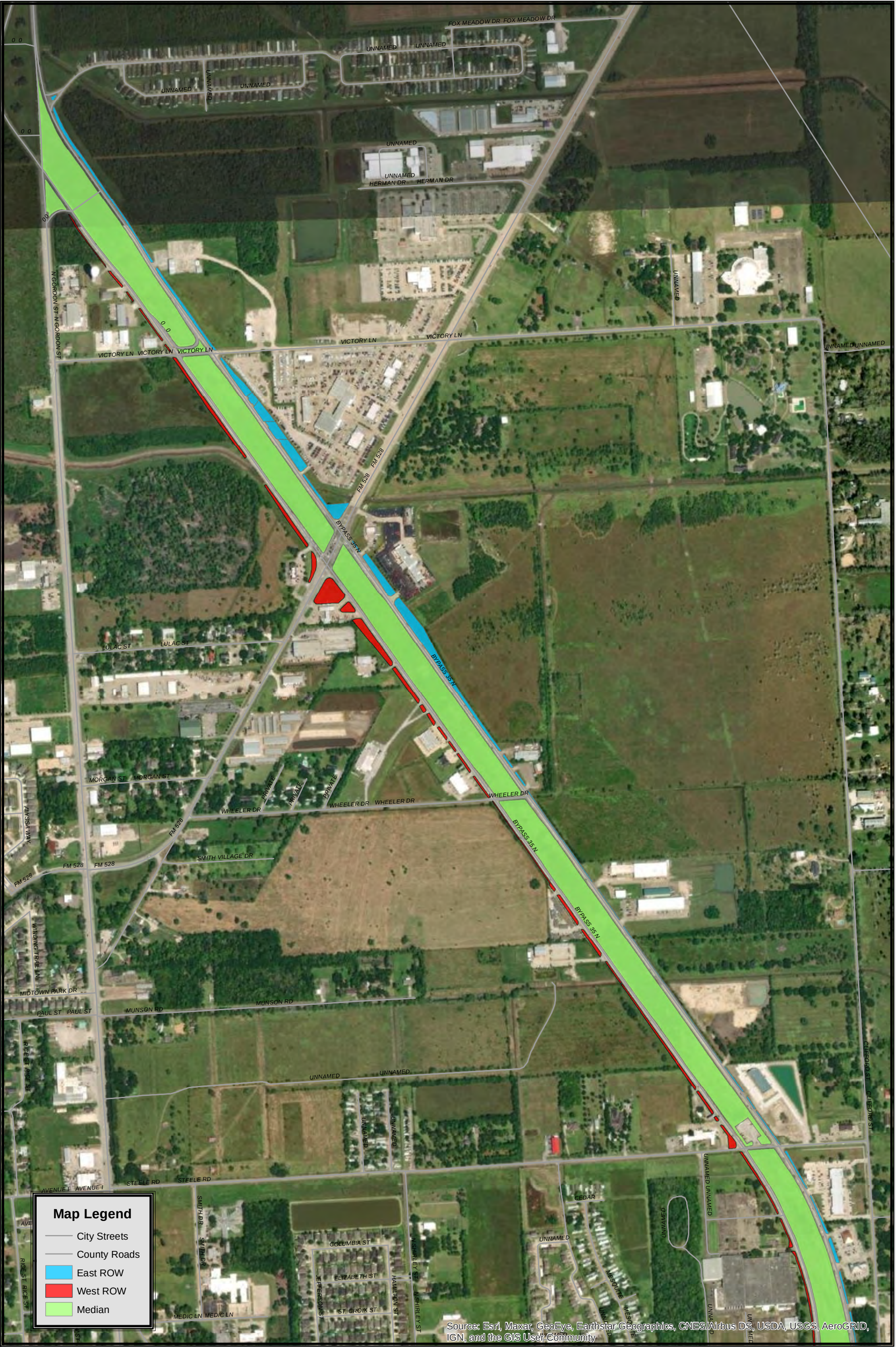
Telephone: (979) 864-8560

Email: holly.mikel@txdot.gov

Product Purchased by Reference: Row mowing Services



City of Alvin Mowing Map - Exhibit "A"

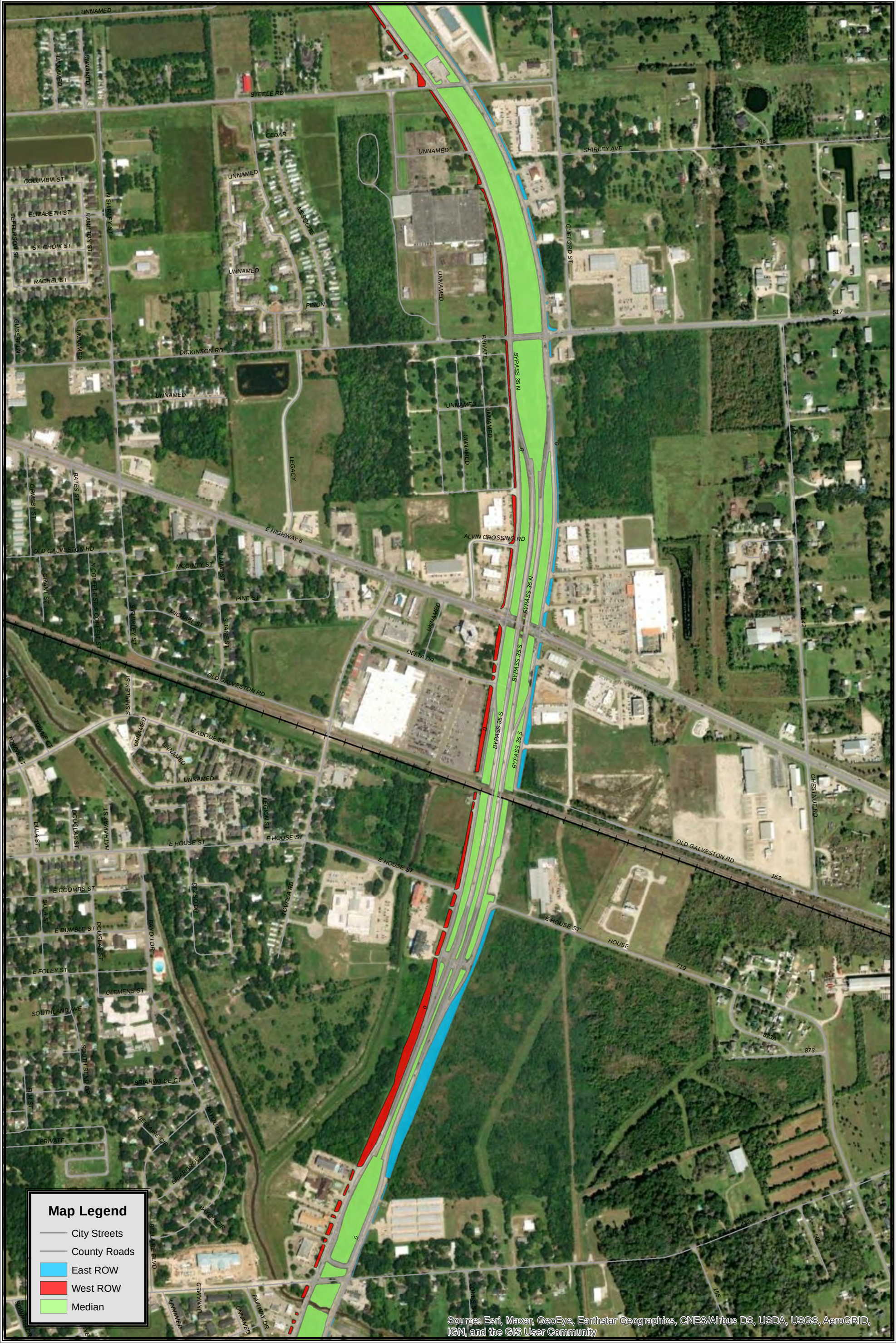


City of Alvin Mowing Map - Exhibit "A"

Engineering\GIS
Rev. Date 2/9/2022



City of Alvin Mowing Map - Exhibit "B"



City of Alvin Mowing Map - Exhibit "B"

Engineering\GIS
Rev. Date 2/9/2022



City of Alvin Mowing Map - Exhibit "C"

Engineering\GIS
Rev. Date 2/9/2022



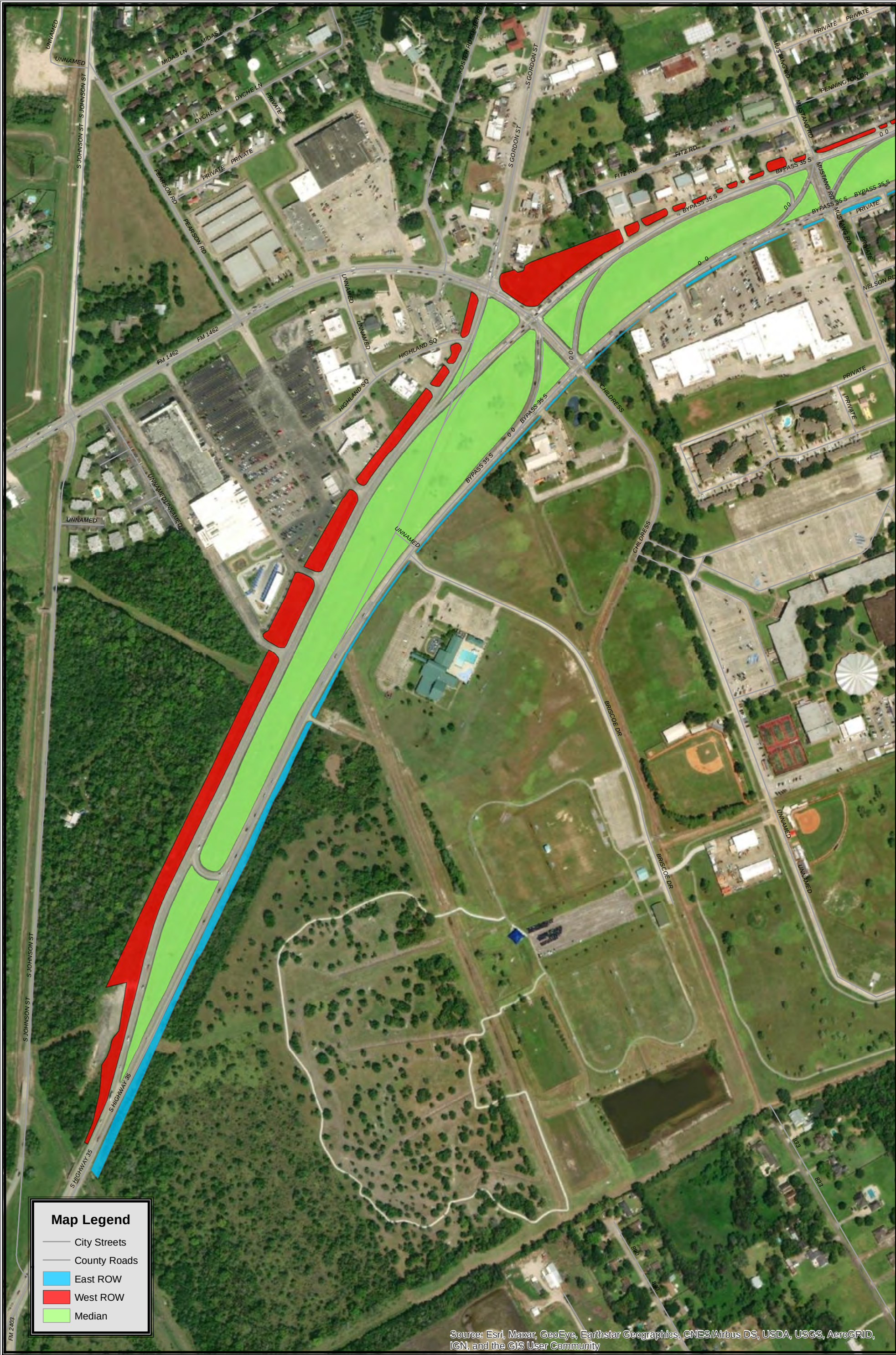
City of Alvin Mowing Map - Exhibit "C"

Engineering\GIS
Rev. Date 2/9/2022



City of Alvin Mowing Map - Exhibit "D"

Engineering\GIS
Rev. Date 2/9/2022



City of Alvin Mowing Map - Exhibit "D"

Engineering\GIS
Rev. Date 2/9/2022



AGENDA COMMENTARY

Meeting Date: 5/4/2023

Department: Finance

Contact: Michael Higgins, Director of
Administrative Services

Agenda Item: Acknowledge receipt of the City of Alvin 2023-2027 Capital Improvement Program.

Type of Item: Action Item

Summary: The City of Alvin 2023-2027 Capital Improvement Program (CIP) includes anticipated drainage, street, water, wastewater, parks, and facilities projects planned for the next five years. The Planning Commission and Parks Board have reviewed the CIP plan and staff has reviewed/adjusted the CIP as necessary. As required by City Charter, City Council is being presented with the CIP prior to the start of the budget process for the upcoming fiscal year. Once the CIP is reviewed and received by City Council, then the City Council and staff will work to fund the projects through the budget process for the upcoming fiscal year.

The 2023-2027 CIP was presented to the City Council in a workshop meeting on March 7, 2023.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐	Budgeted Item: Yes ☐ No ☐ N/A ☐
Funding Account: _____	Amount: _____
Legal Review Required: N/A ☐ Required ☐	1295 Form Required? Yes ☐ No ☐
Finance Review Required: N/A ☐ Required ☐	Date Completed: <u>5/1/2023 SLH</u>
	Date Completed: <u>5/1/23 MH</u>

Supporting documents attached:

1. FY23 CIP

Recommendation: Move to acknowledge receipt of the City of Alvin 2023-2027 Capital Improvement Program.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X
Reviewed by City Manager, if applicable: X

City of Alvin

CIP Project Summary

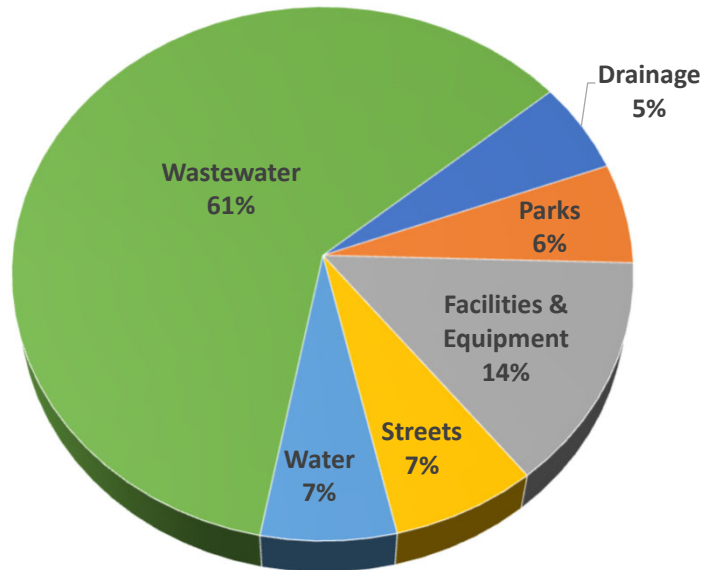
FY23-FY27



City of Alvin
CIP Project Summary
FY23-FY27

	<u>Page#</u>
Drainage Projects	5-10
Parks Projects	11-18
Facilities	19-36
Streets	37-38
Water	39-44
Wastewater	45-55

**CIP Summary
FY23-FY27
Project Expenditures
Total \$229,197,389**



Category

Drainage
Parks
Facilities & Equipment
Streets
Water
Wastewater
Total Project Expenditures

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$12,644,789	\$1,259,214	\$4,020,909	\$6,094,656	\$1,270,010	\$0	\$0	\$12,644,789
13,844,269	89,563	9,379,128	4,007,078	148,500	220,000	-	13,844,269
31,782,805	658,494	4,789,068	16,335,243	-	-	10,000,000	31,782,805
16,286,353	1,186,353	-	-	-	-	15,100,000	16,286,353
15,145,398	889,595	4,139,725	2,093,939	2,746,739	2,679,800	2,595,600	15,145,398
139,493,775	15,447,280	29,555,980	30,745,148	32,145,367	15,800,000	15,800,000	139,493,775
\$ 229,197,389	\$ 19,530,499	\$ 51,884,809	\$ 59,276,064	\$ 36,310,616	\$ 18,699,800	\$ 43,495,600	\$ 229,197,389

Project Expenditures

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

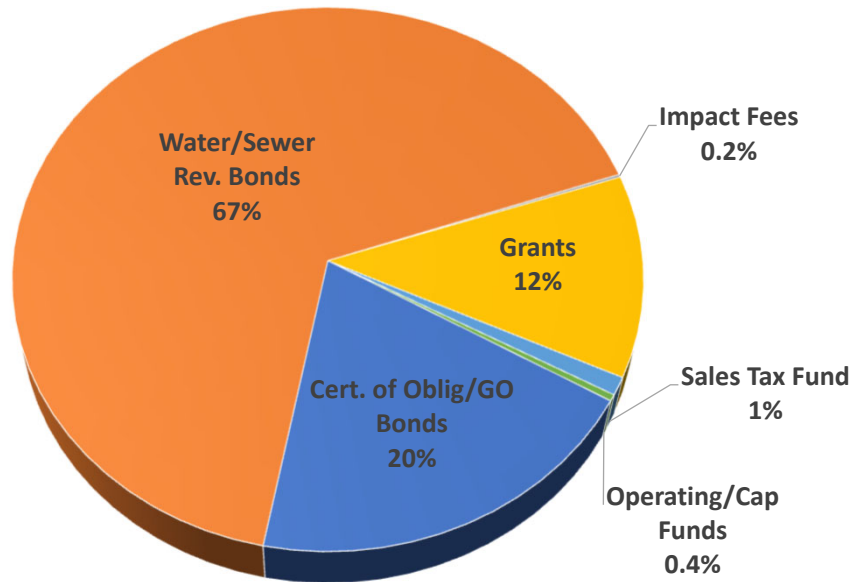
Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,018,244	\$0	\$1,018,244	\$0	\$0	\$0	\$0	\$1,018,244
479,503	242,754	236,749	-	-	-	-	479,503
24,740,949	5,996,910	10,318,929	6,291,200	841,300	539,200	1,000,000	24,987,539
200,080,910	12,779,996	38,252,665	52,676,143	35,469,316	18,160,600	42,495,600	199,834,320
2,877,783	510,839	2,058,223	308,721	-	-	-	2,877,783
-	-	-	-	-	-	-	-
\$229,197,389	\$19,530,499	\$51,884,809	\$59,276,064	\$36,310,616	\$18,699,800	\$43,495,600	\$229,197,389

Future Operating Costs

Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$0	\$3,900	\$88,800	\$265,600	\$425,100	\$467,000	\$504,400	\$1,754,800
-	700	29,800	53,200	74,800	89,700	108,200	356,400
\$0	\$4,600	\$118,600	\$318,800	\$499,900	\$556,700	\$612,600	\$2,111,200

**CIP Summary
FY23-FY27
Project Revenues
Total \$229,197,389**



Category

Cert. of Oblig/GO Bonds
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
Cert. of Oblig/GO Bonds	\$45,222,524	\$7,652,824	\$23,467,500	\$3,733,600	\$148,500	\$220,000	\$45,222,424
Water/Sewer Rev. Bonds	152,775,006	65,337,553	-	32,388,453	23,449,000	15,800,000	152,775,006
Impact Fees	378,500	147,655	230,845	-	-	-	378,500
Grants	27,498,284	6,397,784	6,000,500	-	-	15,100,000	27,498,284
Sales Tax Fund	2,456,363	1,282,119	-	1,174,244	-	-	2,456,363
Operating/Cap Funds	866,812	239,220	627,592	-	-	-	866,812
Total Revenues	\$229,197,489	\$81,057,155	\$30,326,437	\$37,296,297	\$23,597,500	\$16,020,000	\$229,197,389

**City of Alvin
CIP Summary
FY23-FY27**

Governmental Projects

		Funding						
	Project Cost	Pre-FY23 Cert of Oblig/ GO Bond	Pre-FY23 Revenue Bonds	Grants	City Funds	Impact Fees	New CO/ GO Bonds	New Rev Bonds
Drainage								
Moller Rd Phase 1	\$1,292,299	\$1,292,299						
Moller Rd Phase 2	4,081,980	4,081,980						
Moller Rd Phase 3	1,270,010	1,270,010						
M-1 Crossing	1,373,953	1,373,953						
Durant St.	4,626,547	4,626,547						
Total Drainage	\$12,644,789	\$5,374,279	\$0	\$6,000,500	\$1,270,010	\$0	\$0	\$0
Parks								
Pearson Park Concession Building Repl.	\$542,780	\$412,463		\$130,317				
Recreation Station Renovation	381,889	1,915		379,974				
Pearson Park Capital Improvements	1,036,800					1,036,800		
Morgan Park Storage/Restroom	350,000			350,000				
Tom Blakeney Trail Capital Improvements	2,906,000					2,906,000		
Lions Park (Add 4 athletic field lights)	626,800					626,800		
YMCA	8,000,000					8,000,000		
Total Parks	\$13,844,269	\$414,378	\$0	\$0	\$860,291	\$0	\$12,569,600	\$0
Facilities & Equipment (*ARPA)								
Landline Phone Upgrade Project*	\$200,000			\$200,000				
Info Tech Infrastructure Upgrades*	221,840			221,840				
Video Broadcast Upgrade Project*	50,075			50,075				
Upgrade City Website and Rebranding*	50,000			50,000				
Agenda Management Software*	50,000			50,000				
CAD/RMS System*	514,094			514,094				
Emer Mngmt - Comm/Cell Towers*	170,000			170,000				
Emer Mngmt - UTV*	25,549			20,000	5,549			
EMS - Ambulance Purchase*	210,000			210,000				
EMS - Cardiac Monitor/Defibrillators*	105,000			105,000				
Self-Containing Breathing Apparatus*	540,972			540,000	972			
Dispatch Center Upgrades*	140,000			140,000				
Dispatch Center Concole*	276,775			276,775				
Emergency Operations Center Upgrades*	50,000			50,000				
Water Plant #4 Ground Storage Tank*	4,178,500			3,800,000	378,500			
New City Hall	15,000,000						15,000,000	
New Public Services Facility	10,000,000						10,000,000	
Total Facilities & Equipment	\$31,782,805	\$0	\$0	\$6,397,784	\$6,521	\$378,500	\$25,000,000	\$0
Streets								
FM 528 Extension	16,286,353			15,100,000	1,186,353			
Total Streets	\$16,286,353	\$0	\$0	\$15,100,000	\$1,186,353	\$0	\$0	\$0
Total Governmental Projects								
	\$74,558,216	\$5,788,657	\$0	\$27,498,284	\$3,323,175	\$378,500	\$37,569,600	\$0

New CO/GO Bond: ▼

FY23	\$8,467,500
FY24	18,733,600
FY25	148,500
FY26	220,000
FY27	10,000,000
Total	<u>\$37,569,600</u>

**City of Alvin
CIP Summary
FY23-FY27**

Utility Projects

	Project Cost	Funding						
		Pre-FY23 Cert of Oblig/GO Bonds	Pre-FY23 Revenue Bonds	Grants	City Funds	Impact Fees	New CO/ GO Bonds	New Rev Bonds
Water								
Waterline Improvements Phase 3	\$4,101,420		\$4,101,420					
Waterline Improvements Phase 4	2,892,378		2,717,720					174,658
Waterline Improvements Phase 5	2,444,000		407,400					2,036,600
Waterline Improvements Phase 6	2,592,800							2,592,800
Waterline Improvements Phase 7	3,114,800							3,114,800
Total Water	\$15,145,398	\$0	\$7,226,540	\$0	\$0	\$0	\$0	\$7,918,858
Wastewater								
Lift Station #30 Expansion & Hwy 35	\$9,593,948		\$9,593,948					
Lift Station #23 Expansion	25,514,167	1,864,167	19,776,833					3,873,167
Lift Station #2 Rehabilitation	680,200		680,200					
Lift Station #33 Expansion	1,990,800		1,834,150					156,650
Lift Station 8 Improvement Phase 1	4,135,600							4,135,600
Lift Station #3 Rehab and Exp to .85 MGD	683,800		613,067					70,733
Highway 6 Lift Station Cons. Phase 1	6,100,200		391,355					5,708,845
54" Eastside Interceptor	18,221,460		18,221,460					
Wastewater SCADA System	2,373,600							2,373,600
WWTP Expansion to 7.5 MGD	70,200,000		7,000,000					63,200,000
Total Wastewater	139,493,775	1,864,167	58,111,013	-	-	-	-	79,518,595
Total Utility Projects	\$154,639,173	\$1,864,167	\$65,337,553	\$0	\$0	\$0	\$0	\$87,437,453

New Rev Bonds:

FY24	\$32,388,453
FY25	23,449,000
FY26	15,800,000
FY27	15,800,000
Total	<u>\$87,437,453</u>

Drainage Projects

Project Name

Moller Road Storm Sewer and Pavement Improvements Phase 1
Moller Road Storm Sewer and Pavement Improvements Phase 2
Moller Road Storm Sewer and Pavement Improvements Phase 3
M-1 Crossing (HGAC)
Durant St. Storm Sewer and Pavement Improvements (HGAC)

Project Total

\$1,292,299
4,081,980
1,270,010
1,373,953
4,626,547

\$12,644,789

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$5,374,279	\$5,374,279						\$5,374,279
\$6,000,500		\$6,000,500					\$6,000,500
\$1,270,010	\$95,766		\$1,174,244				\$1,270,010
\$12,644,789	\$5,470,045	\$6,000,500	\$1,174,244				\$12,644,789

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

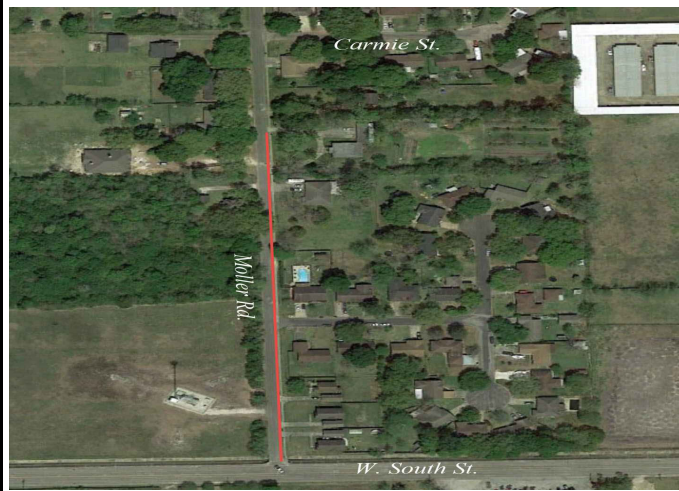
Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,018,244		\$1,018,244					\$1,018,244
\$381,980		\$381,980					\$381,980
\$11,244,565	\$1,259,214	\$2,620,685	\$6,094,656	\$1,270,010			\$11,244,565
\$12,644,789	\$1,259,214	\$4,020,909	\$6,094,656	\$1,270,010			\$12,644,789

Future Operating Costs:

Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Moller Road Storm Sewer and Pavement Improvements Phase 1



Project #	DR1801
Total Project Cost	\$1,292,299
Department	Engineering
FY Started	FY20
FY To Be Completed	FY23
Fund #	318
% Complete (as of FY22)	90%
Comments:	Estimated useful life is 30+ years

Project Description

This project includes the design of the first of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalk along Moller Road. This is the third of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.

Project Origin/Justification

To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐ No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,292,299	\$1,292,299						\$1,292,299
\$1,292,299	\$1,292,299						\$1,292,299

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,292,299	\$1,259,214	\$33,085					\$1,292,299
\$1,292,299	\$1,259,214	\$33,085					\$1,292,299

Future Operating Costs:

Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Moller Road Storm Sewer and Pavement Improvements Phase 2



Project #	DR1901
Total Project Cost	\$4,081,980
Department	Engineering
FY Started	FY21
FY To Be Completed	FY24
Fund #	318/319
% Complete (as of FY22)	18%
Comments:	Completion of the final design of the project is in progress.

Project Description

This project includes the design of the second of a three phase project to add a storm sewer system, concrete curb and gutter pavement and a sidewalk along Moller Road. This is the fourth of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering. Project location: Moller Road from just south of Carmie Street to just south of Stadium Drive.

Project Origin/Justification

To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐ No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$4,081,980	\$4,081,980						\$4,081,980
\$4,081,980	\$4,081,980						\$4,081,980

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$381,980		\$381,980					\$381,980
\$3,700,000		\$2,587,600	\$1,112,400				\$3,700,000
\$4,081,980		\$2,969,580	\$1,112,400				\$4,081,980

Future Operating Costs:

Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Moller Road Storm Sewer and Pavement Improvements Phase 3



Project #	DR2001
Total Project Cost	\$1,270,010
Department	Engineering
FY Started	FY23
FY To Be Completed	FY25
Fund #	318/240
% Complete (as of FY22)	0%

Comments:

Project Description

This project includes the design of the third of a three phase project to add a storm sewer system, concrete curb and gutter pavement and a sidewalk along Moller Road and Stadium Drive. This is the fifth of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering. Project location: Moller Road just south of Stadium Drive and 615 feet along Stadium Drive east of the Moller Road intersection.

Project Origin/Justification

To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road and Stadium Drive.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐ No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,270,010	\$95,766		\$1,174,244				\$1,270,010
\$1,270,010	\$95,766		\$1,174,244				\$1,270,010

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,270,010				\$1,270,010			\$1,270,010
\$1,270,010				\$1,270,010			\$1,270,010

Future Operating Costs:

Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

M-1 Crossing



Project #

Total Project Cost

Department

FY Started

FY To Be Completed

Fund #

% Complete (as of FY22)

Comments:

Project Description

The M-1 crossing at West South Street is in need of replacement as the structural integrity is questionable. The existing crossing is more than 40 years old, and the traffic load is directly on top of the crossing culverts.

Project Origin/Justification

The crossing improvements will not only provide a benefit to the community within the Project Benefit Area but will provide a benefit and safety to those from surrounding areas that travel over the crossing frequently. The existing crossing is to be removed and replaced within the existing limits.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$1,373,953		\$1,373,953					\$1,373,953
							\$0
							\$0
\$1,373,953	\$0	\$1,373,953	\$0	\$0	\$0	\$0	\$1,373,953

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$200,016		\$200,016					\$200,016
							\$0
							\$0
\$1,173,937			\$1,173,937				\$1,173,937
							\$0
							\$0
\$1,373,953	\$0	\$200,016	\$1,173,937	\$0	\$0	\$0	\$1,373,953

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Durant Street Storm Sewer and Pavement Improvements



Project #	
Total Project Cost	\$4,626,547
Department	Engineering
FY Started	FY23
FY To Be Completed	
Fund #	TBA
% Complete (as of FY22)	0%

Comments: To be funded by the GLO CDBG-MIT HGAC allocation.

Project Description

The Durant Road improvements, which will lower the WSEL and improve localized street and flooding along the M-1 Ditch, greatly reduces the number of homes that suffer repetitive losses from more frequent storm events. The project will not only provide direct drainage relief to the Project Benefit Area but will also provide a benefit to community that uses Alvin High School. The project will improve traffic and pedestrian conditions along Durant Road.

Project Origin/Justification

In 2011, the M-1 Watershed Study was completed for the City of Alvin. The study provided a detailed hydrologic and hydraulic (H&H) analysis of the existing M-1 Ditch Watershed that identified areas of problematic flooding. The existing conditions model confirmed some of the problem areas described by the City and residents, in addition to exposing a few other locations.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$4,626,547		\$4,626,547					\$4,626,547
\$4,626,547		\$4,626,547					\$4,626,547

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$818,228		\$818,228					\$818,228
\$3,808,319			\$3,808,319				\$3,808,319
\$4,626,547		\$818,228	\$3,808,319				\$4,626,547

Future Operating Costs:

Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Parks Projects

<u>Project Name</u>	<u>Project Total</u>
Pearson Park Concession Building Replacement	\$542,780
Recreation Station Renovation	381,889
Pearson Park Capital Improvements	1,036,800
Morgan Park Storage/Restroom	350,000
Tom Blakeney Trail Capital Improvements	2,906,000
Lions Park (Add 4 athletic field lights)	626,800
Recreational Facility (estimate)	8,000,000
Total CIP Projects	\$13,844,269

<u>Other Projects Approved by the Parks Board (not included in CIP)</u>	
Briscoe Park (retrofit 4 field lights & resurfacing)	\$350,000
Briscoe Park (add 1 bleacher shade cover/concrete pathway)	68,000
Bob Owen Pool (replace cyclone fence)	100,000
Hugh Adams Park (replace tube slide)	25,000
Lions Park (add lighting on 2 fields & resurfacing)	350,000
Lions Park (add 14 bleacher shade covers)	168,000
Morgan Park (retrofit 2 field lights)	175,000
Morgan Park (install 4 bleacher shade covers)	63,000
Newman Park (replace 2 wooden pavillions)	50,000
Pearson Park (resurface 2 parking lots, seal/stripe Ryan Dr.)	
Pearson Park (replace 1 wooden pavillion)	25,000
Pearson Park (install 16 bleacher shade covers)	395,000
Total Other Projects	\$1,769,000

Total Parks Projects **\$15,613,269**

Funding Sources:	Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
CO/GO Bond	\$12,984,078	\$414,378	\$8,467,500	\$3,733,600	\$148,500	\$220,000		\$12,983,978
Water/Sewer Rev. Bonds								
Impact Fees								
Grants								
Sales Tax Fund								
Operating/Cap Funds	\$860,291	\$233,248	\$627,043					\$860,291
Total Revenues	\$13,844,369	\$647,626	\$9,094,543	\$3,733,600	\$148,500	\$220,000		\$13,844,269

Project Expenditures:	Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
Engineering								
Land/Right of Way								
Design/Surveying	\$208,391	\$89,563	\$75,328	\$10,000	\$13,500	\$20,000		\$208,391
Construction	\$13,362,400		\$9,303,800	\$3,723,600	\$135,000	\$200,000		\$13,362,400
Equip/Furn/Software	\$273,478			\$273,478				\$273,478
Contingency								
Total Costs	\$13,844,269	\$89,563	\$9,379,128	\$4,007,078	\$148,500	\$220,000		\$13,844,269

Future Operating Costs:	Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
Oper/Maint/Licensing			\$79,500	\$205,000	\$354,500	\$386,100	\$413,500	\$1,438,600
Utilities			\$29,100	\$37,500	\$44,100	\$49,000	\$57,500	\$217,200
Total Operating Costs			\$108,600	\$242,500	\$398,600	\$435,100	\$471,000	\$1,655,800

Pearson Park Concession Stand Building Replacement



Project # PA2201
 Total Project Cost \$542,780
 Department Parks
 FY Started FY22
 FY To Be Completed FY23
 Fund # 319/616
 Council Adopted/Approved Mo / Yr
 % Complete (as of FY22) 2%
 Comments:

Project Description

Demolish existing building and surrounding concrete, rebuild new building containing ADA restrooms, functional storage, driveway and four concrete pads with electrical hook ups intended for food trucks / vendors.

Project Origin/Justification

The building has reached the end of its useful life and can no longer safely function as intended. Collaboration between Alvin Girls Softball, City Staff and Park Board have recommended replacement of this building. Parks Master Plan, Objective 3.2, Strategy 3.2.3 Pearson Park - Item 1C. Construct concession building improvements on east end of park.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$412,463	\$412,463						\$412,463
							\$0
							\$0
							\$0
							\$0
\$130,317	\$124,837	\$5,480					\$130,317
\$542,780	\$537,300	\$5,480	\$0	\$0	\$0	\$0	\$542,780

Project Expenditures:

Engineering
 Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
\$13,980	\$13,980						\$13,980
\$528,800		\$528,800					\$528,800
							\$0
							\$0
\$542,780	\$13,980	\$528,800	\$0	\$0	\$0	\$0	\$542,780

Future Operating Costs:

Oper/Maint/Licensing
 Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
		\$5,000	\$5,500	\$6,000	\$6,000	\$6,000	\$28,500
\$0	\$0	\$5,000	\$5,500	\$6,000	\$6,000	\$6,000	\$28,500

Recreation Station Renovation



Project # PA2202
 Total Project Cost \$381,889
 Department Parks
 FY Started FY21
 FY To Be Completed FY23
 Fund # Various
 Council Adopted/Approved Mo / Yr
 % Complete (as of FY22) 5%
 Comments:

Project Description

Renovation of the Recreation Station (former Fire Station #1) located at 302 W. House Street. This project will rename and repurpose the building into useable community space. Renovations would include creating a customer friendly entrance with convenient reception and waiting area, conversion of truck bays to host a variety of activities and sports, provide offices for recreation and administrative staff of the Parks and Recreation Department, maintain essential equipment connected with the radio tower, as well as other modifications to aximize useable space.

Project Origin/Justification

Over the course of FY21/22, the building transitioned from Fire Station to Recreation Station as recreation staff moved into the offices and recreation programs occupied all other available space. In preparation for renovation, staff completed an asbestos survey and solicited iAD Architects to provide professional design services.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒ No ☐

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,915	\$1,915						\$1,915
							\$0
							\$0
							\$0
							\$0
\$379,974	\$108,411	\$271,563					\$379,974
\$381,889	\$110,326	\$271,563	\$0	\$0	\$0	\$0	\$381,889

Project Expenditures:

Engineering
 Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
\$108,411	\$75,583	\$32,828					\$108,411
							\$0
\$273,478			\$273,478				\$273,478
							\$0
\$381,889	\$75,583	\$32,828	\$273,478	\$0	\$0	\$0	\$381,889

Future Operating Costs:

Oper/Maint/Licensing
 Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
		\$2,500	\$53,000	\$52,000	\$58,500	\$59,500	\$225,500
		\$7,600	\$8,000	\$8,000	\$8,500	\$9,000	\$41,100
\$0	\$0	\$10,100	\$61,000	\$60,000	\$67,000	\$68,500	\$266,600

Pearson Park Capital Improvements



Project #	PA2203
Total Project Cost	\$1,036,800
Department	Parks
FY Started	FY23
FY To Be Completed	FY26
Fund #	TBD
% Complete (as of FY22)	0%
Comments:	

Project Description

In fiscal year 2023, replace one wooden picnic pavilion, restoration of West End Concession, mill, overlay and stripe 2 asphalt parking lots, slurry seal and stripe Ryan drive parking. In fiscal year 2024, installation of sixteen bleacher shade coverings & playground cover is recommended. In fiscal year 2025, construct a wooden picnic deck near basketball court, install irrigation on nine athletic playing fields. In fiscal year 2026, replace 6 scoreboards, add 2 new scoreboards. In fiscal year 2027, install basketball court lighting.

Project Origin/Justification

FY2023 - The wooden pavilion is showing rot and must be replaced. The west end concession needs exterior painting and trim along with interior work to include plumbing, painting, etc. The asphalt parking lots are in need of overlay due to cracking and sinking of some areas.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,036,900		\$467,500	\$200,800	\$148,500	\$220,000		\$1,036,800
							\$0
							\$0
							\$0
							\$0
							\$0
\$1,036,900	\$0	\$467,500	\$200,800	\$148,500	\$220,000	\$0	\$1,036,800

Project Expenditures:

Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
\$86,000		\$42,500	\$10,000	\$13,500	\$20,000		\$86,000
\$950,800		\$425,000	\$190,800	\$135,000	\$200,000		\$950,800
							\$0
							\$0
\$1,036,800	\$0	\$467,500	\$200,800	\$148,500	\$220,000	\$0	\$1,036,800

Future Operating Costs:

Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
		\$2,000	\$2,000	\$2,500	\$7,600	\$4,000	\$18,100
				\$600		\$3,000	\$3,600
\$0	\$0	\$2,000	\$2,000	\$3,100	\$7,600	\$7,000	\$21,700

Morgan Park Storage/Restroom



Project # PA

Total Project Cost \$350,000

Department Parks

FY Started FY23

FY To Be Completed FY23

Fund # 311

% Complete (as of FY22) 0%

Comments:

Project Description

Demolish existing building and rebuild new building containing ADA restrooms and functional storage. Purchase and install four bleacher shade covers and install irrigation for the two athletic fields.

Project Origin/Justification

The existing building is reaching the end of it's useful life. Parks Master Plan, Objective 3.2, Strategy 3.2.1

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
							\$0
							\$0
\$350,000		\$350,000					\$350,000
\$350,000	\$0	\$350,000	\$0	\$0	\$0	\$0	\$350,000

Project Expenditures:

Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
\$350,000		\$350,000					\$350,000
							\$0
							\$0
\$350,000	\$0	\$350,000	\$0	\$0	\$0	\$0	\$350,000

Future Operating Costs:

Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
		\$500	\$500	\$500	\$500	\$500	\$2,500
\$0	\$0	\$500	\$500	\$500	\$500	\$500	\$2,500

Tom Blakeney Trail Capital Improvements



Project #	PA
Total Project Cost	\$2,906,000
Department	Parks
FY Started	FY24
FY To Be Completed	FY23
Fund #	TBA
% Complete (as of FY22)	0%
Comments:	

Project Description

Phase III of the hike and bike trail is planned to extend from South Street to Alvin Community College. This route was designed by a steering committee, approved by the Parks and Recreation Board and ultimately adopted by City Council as part of the 2035 Comprehensive Plan (Goal 4.3, Obj. 4.3.1, pg. 4-21) Phase III is emphasized in the 2017 Parks and Recreation Master Plan (Goal 2.0, obj. 2.1, Strategy 2.1.1, pg. 3.22). FY2019 - \$100,000 was budgeted to provide preliminary design & opinion of probable construction costs. Due to uncertainty of Grand Parkway, staff was directed to focus on design of trail section from Nelson Road to ACC. FY2022 - \$50,000 was budgeted to finalize planset for bidding (Nelson Road @ Fairway Drive to Alvin Community College) & provide bidding assistance, construction management assistance is recommended during the project.

Project Origin/Justification

FY2024 is recommended to bid and construct due to timeline of east side interceptor replacement which directly conflicts with trail alignment.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$2,906,000			\$2,906,000				\$2,906,000
							\$0
							\$0
							\$0
							\$0
							\$0
\$2,906,000	\$0	\$0	\$2,906,000	\$0	\$0	\$0	\$2,906,000

Project Expenditures:

Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
\$2,906,000			\$2,906,000				\$2,906,000
							\$0
							\$0
\$2,906,000	\$0	\$0	\$2,906,000	\$0	\$0	\$0	\$2,906,000

Future Operating Costs:

Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
		\$1,000	\$1,500	\$2,000	\$2,000	\$2,000	\$8,500
\$0	\$0	\$1,000	\$1,500	\$2,000	\$2,000	\$2,000	\$8,500

Lions Park Capital Improvements



Project # PA
 Total Project Cost \$626,800
 Department Parks
 FY Started FY24
 FY To Be Completed FY24
 Fund # TBA
 % Complete (as of FY22) 0%
 Comments:

Project Description

Retrofit 4 baseball fields from 1500W metal halide fixtures to MUSCO LED fixtures.

Project Origin/Justification

The shrouds on the existing fixtures are no longer manufactured and are susceptible to come off during a wind/rain event. Similar to Pearson park, annual maintenance and athletic field lighting control system expenses will be eliminated thru MUSCO's maintenance free warranty (up to 10 years) and MUSCO's lighting control system (included with installation). Parks Master Plan, Objective 3.2, Strategy 3.2.1.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$626,800			\$626,800				\$626,800
							\$0
							\$0
							\$0
							\$0
							\$0
\$626,800	\$0	\$0	\$626,800	\$0	\$0	\$0	\$626,800

Project Expenditures:

Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
\$626,800			\$626,800				\$626,800
							\$0
							\$0
\$626,800	\$0	\$0	\$626,800	\$0	\$0	\$0	\$626,800

Future Operating Costs:

Oper/Maint/Licensing
 Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
			\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
\$0	\$0	\$0	\$2,000	\$2,000	\$2,000	\$2,000	\$8,000

RECREATION FACILITY



Project #	PA
Total Project Cost (estimate)	\$8,000,000
Department	Parks
FY Started	FY24
FY To Be Completed	FY24
Fund #	TBA
% Complete (as of FY22)	0%
Comments:	This is an estimated cost of \$8m.

Project Description

Project Origin/Justification

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$8,000,000		\$8,000,000					\$8,000,000
							\$0
							\$0
							\$0
							\$0
							\$0
\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	\$8,000,000

Project Expenditures:

Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
\$8,000,000		\$8,000,000					\$8,000,000
							\$0
							\$0
\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	\$8,000,000

Future Operating Costs:

Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
		\$75,000	\$150,000	\$300,000	\$320,000	\$350,000	\$1,195,000
		\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$125,000
\$0	\$0	\$90,000	\$170,000	\$325,000	\$350,000	\$385,000	\$1,320,000

Facilities & Equipment Projects

Project Name	Project Total
Landline Phone Upgrade Project	200,000 *
Information Technology Infrastructure Upgrade Project	221,840 *
Video Broadcast Upgrade Project	50,075 *
Upgrade City Website and Rebranding Project	50,000 *
Agenda Management Software Project	50,000 *
Replacement of Outdated CAD/RMS System Project	514,094 *
Emergency Management - Communications Project/Cell Towers	170,000 *
Emergency Management – Utility Terrain Vehicle Project	25,549 *
EMS - Ambulance Purchase	210,000 *
EMS - Cardiac Monitor/Defibrillator Project	105,000 *
Fire - Self-Containing Breathing Apparatus Project	540,972 *
Dispatch Center Upgrades	140,000 *
Dispatch Center Concole	276,775 *
Emergency Operations Center Upgrades	50,000 *
Water Plant #4 Ground Storage Tank Repl. Project	4,178,500 *
New City Hall	15,000,000
New Public Services Facility	10,000,000
Total Facility and Equipment Projects	\$31,782,805

* ARPA projects

Funding Sources:	Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
CO/GO Bond	\$25,000,000		\$15,000,000				\$10,000,000	\$25,000,000
Water/Sewer Rev. Bonds								
Impact Fees	\$378,500	\$147,655	\$230,845					\$378,500
Grants	\$6,397,784	\$6,397,784						\$6,397,784
Sales Tax Fund								
Operating/Cap Funds	\$6,521	\$5,972	\$549					\$6,521
Total Revenues	\$31,782,805	\$6,551,411	\$15,231,394				\$10,000,000	\$31,782,805

Project Expenditures:	Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
Engineering/Proj Mngt								
Land/Right of Way								
Design/Surveying	\$2,878,500	\$147,655	\$1,730,845				\$1,000,000	\$2,878,500
Construction	\$26,300,000		\$1,000,000	\$16,300,000			\$9,000,000	\$26,300,000
Equip/Furn/Software	\$2,604,305	\$510,839	\$2,058,223	\$35,243				\$2,604,305
Contingency								
Total Costs	\$31,782,805	\$658,494	\$4,789,068	\$16,335,243			\$10,000,000	\$31,782,805

Future Operating Costs:	Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
Oper/Maint/Licensing		\$3,000	\$8,300	\$59,600	\$69,600	\$79,700	\$89,700	\$309,900
Utilities		\$700	\$700	\$15,700	\$30,700	\$40,700	\$50,700	\$139,200
Total Operating Costs		\$3,700	\$9,000	\$75,300	\$100,300	\$120,400	\$140,400	\$449,100

Information Technology - Landline Phone Upgrade Project



Project #	FA
Total Project Cost	\$200,000
Department	IT
FY Started	FY23
FY To Be Completed	FY23
Fund #	103
% Complete (as of FY22)	0%
Comments:	

Project Description

The City's phone system is in need of updating to include re-wiring between buildings, installation of electronic voicemail system through email, to include new hardware installation (phones).

Project Origin/Justification

This will provide for a better tool to communicate to the public during emergency situations affecting the citizenry of Alvin and help improve communication on the daily.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$200,000	\$200,000						\$200,000
\$200,000	\$200,000						\$200,000

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$200,000		\$200,000					\$200,000
\$200,000		\$200,000					\$200,000

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
		\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$9,000
		\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$9,000

Information Technology - Infrastructure Upgrade Project



Project #	FA
Total Project Cost	\$221,840
Department	IT
FY Started	FY23
FY To Be Completed	FY23
Fund #	103
% Complete (as of FY22)	0%

Comments:

Project Description

This project will improve the interoffice building communication for all City applications, finance, utility billing, court and virtual court, public works, Police Department communications, Parks and Recreation and Senior Center. In addition, it will provide redundant internet connections. Should any one internet connection fail traffic can be re-routed through another connection. This will minimize loss of public access to our web applications and inter-office city applications. With the new fiber connections, the inter-office bandwidth will increase 10 fold and can increase as demand is needed without additional outside provider costs.

Project Origin/Justification

This project will provide better communication and access to our community services that includes online bill pay, Virtual Court and online Video Magistrate. This will also provide better Microsoft Team and Zoom communications. As well as video uploads for our police department.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$221,840	\$221,840						\$221,840
							\$0
							\$0
\$221,840	\$221,840	\$0	\$0	\$0	\$0	\$0	\$221,840

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
							\$0
\$221,840		\$221,840					\$221,840
							\$0
\$221,840	\$0	\$221,840	\$0	\$0	\$0	\$0	\$221,840

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
							\$0
\$0	\$0	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000

Information Technology - Video Broadcast Upgrade Project



Project #
 Total Project Cost
 Department
 FY Started
 FY To Be Completed
 Fund #
 % Complete (as of FY22)
 Comments:

Project Description

This project will enhance communications with City Council meetings and any remote vendors/contractors/or citizens, that needs to address City Council during their bi-monthly meetings and are unable to attend in person. The system will provide 2-way communication with audio and video along with allowing the city to broadcast live with our Alvin Community College PEG channel.

Project Origin/Justification

This project will provide improved communications between the city and its citizens as well as providing better communication access for vendor/contractor proposals to council.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$50,075	\$50,075						\$50,075
							\$0
							\$0
\$50,075	\$50,075	\$0	\$0	\$0	\$0	\$0	\$50,075

Project Expenditures:

Engineering
 Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
							\$0
\$50,075		\$50,075					\$50,075
							\$0
\$50,075	\$0	\$50,075	\$0	\$0	\$0	\$0	\$50,075

Future Operating Costs:

Personnel
 Oper/Maint/Licensing
 Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
							\$0
\$0	\$0	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000

Admin./Public Info. Officer - Upgrade City Website and Rebranding Project

 BEFORE AFTER	Project #	FA
	Total Project Cost	\$50,000
	Department	IT
	FY Started	FY23
	FY To Be Completed	FY23
	Fund #	TBA
	% Complete (as of FY22)	75%
Comments:		

Project Description

Rebranding project to include upgrade of City website. The project scope includes

- Rebranding for city logo / color schematic
- a complete redesign of the City's website to help streamline the site for an efficient user experience to include an intranet for use by city employees.

Project Origin/Justification

This will provide for a better tool to communicate to the public during emergency situations affecting the citizenry of Alvin and help improve communication on the daily. This will also provide another tool to communicate with City employees not only during a disaster type situation but on a day-to-day basis.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$50,000	\$50,000						\$50,000
							\$0
							\$0
\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
							\$0
\$50,000	\$32,920	\$17,080					\$50,000
							\$0
\$50,000	\$32,920	\$17,080	\$0	\$0	\$0	\$0	\$50,000

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$7,500
							\$0
\$0	\$0	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$7,500

Agenda Management Software Project



Project #
 Total Project Cost
 Department
 FY Started
 FY To Be Completed
 Fund #
 % Complete (as of FY22)
 Comments:

Project Description

This platform will help ensure business continuity, transparency, and meeting access. It will integrate easily with our new website redesign, which is also being done by Civic Plus.

Project Origin/Justification

This is a project I was looking to budget for FY23 to help streamline our whole agenda preparation/packet process.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$50,000	\$50,000						\$50,000
							\$0
							\$0
\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000

Project Expenditures:

Engineering
 Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
							\$0
\$50,000	\$10,179	\$4,578	\$35,243				\$50,000
							\$0
\$50,000	\$10,179	\$4,578	\$35,243	\$0	\$0	\$0	\$50,000

Future Operating Costs:

Personnel
 Oper/Maint/Licensing
 Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
	\$500	\$500	\$500	\$500	\$500	\$500	\$3,000
							\$0
\$0	\$500	\$500	\$500	\$500	\$500	\$500	\$3,000

Police - Replacement of Outdated CAD/RMS System Project



Project #	FA
Total Project Cost	\$514,094
Department	Police
FY Started	FY22
FY To Be Completed	FY23
Fund #	103
% Complete (as of FY22)	75%
Comments:	

Project Description

Upgrade of our current CAD/RMS system which has become outdated and no longer receives needed upgrade/support due to merger of software companies. The new system will provide record management and dispatch assistance to all emergency services within the city. See accompanying file "Motorola PremierOne CAD RMS Final" for full details.

Project Origin/Justification

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$514,094	\$514,094						\$514,094
							\$0
							\$0
\$514,094	\$514,094	\$0	\$0	\$0	\$0	\$0	\$514,094

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
							\$0
\$514,094	\$117,375	\$396,719					\$514,094
							\$0
\$514,094	\$117,375	\$396,719	\$0	\$0	\$0	\$0	\$514,094

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
		\$700	\$1,000	\$1,000	\$1,000	\$1,000	\$4,700
							\$0
\$0	\$0	\$700	\$1,000	\$1,000	\$1,000	\$1,000	\$4,700

Police - Emergency Management - Communications Project/Cell Towers



Project # FA
 Total Project Cost \$170,000
 Department Police
 FY Started FY22
 FY To Be Completed FY23
 Fund # 103
 % Complete (as of FY22) 90%
 Comments:

Project Description

Purchase two (2) portable cell phone/data broadband towers to provide emergent and redundant communications for public safety, public health and citizens.

Project Origin/Justification

The portable cell phone/data broadband towers would provide emergent and redundant communications for public safety, public health and citizens. It could also be used to provide temporary broadband service to underserved areas.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$170,000	\$170,000						\$170,000
							\$0
							\$0
\$170,000	\$170,000	\$0	\$0	\$0	\$0	\$0	\$170,000

Project Expenditures:

Engineering
 Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
							\$0
\$170,000	\$155,990	\$14,010					\$170,000
							\$0
\$170,000	\$155,990	\$14,010	\$0	\$0	\$0	\$0	\$170,000

Future Operating Costs:

Personnel
 Oper/Maint/Licensing
 Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
	\$1,000	\$1,100	\$1,100	\$1,100	\$1,200	\$1,200	\$6,700
	\$500	\$500	\$500	\$500	\$500	\$500	\$3,000
\$0	\$1,500	\$1,600	\$1,600	\$1,600	\$1,700	\$1,700	\$9,700

Emergency Management – Utility Terrain Vehicle Project



Project #	FA
Total Project Cost	\$25,549
Department	Emer Mngt
FY Started	FY22
FY To Be Completed	FY23
Fund #	103
% Complete (as of FY22)	95%

Comments:

Project Description

A Utility Terrain Vehicle (UTV) is a multipurpose vehicle that would enhance the City's capabilities for public safety response. The vehicle would allow for the transportation of personnel and equipment to areas inaccessible to standard vehicles. It can also provide low-cost support during large events such as parades or festivals. The vehicle can be fitted with inserts such as stretcher mounts to transport the sick or injured as well as foam tanks and pumps for firefighting.

Project Origin/Justification

The UTV would enhance the City's ability to respond to medical emergencies and disasters by providing better access to difficult locations or as a support vehicle in large operations such as mass COVID Testing Sights, Vaccination Sites, or mobile medical facilities.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$20,000	\$20,000						\$20,000
							\$0
\$5,549	\$5,000	\$549					\$5,549
\$25,549	\$25,000	\$549	\$0	\$0	\$0	\$0	\$25,549

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
							\$0
\$25,549	\$25,000	\$549					\$25,549
							\$0
\$25,549	\$25,000	\$549	\$0	\$0	\$0	\$0	\$25,549

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

EMS - Ambulance Purchase



Project #	FA
Total Project Cost	\$210,000
Department	Emer Mngt
FY Started	FY23
FY To Be Completed	FY23
Fund #	103
% Complete (as of FY22)	0%

Comments:

Project Description

EMS calls for service have increased 20% over the last 2 years (COVID) causing increased stress on our current equipment. Ambulances are constantly on the road with increased mileage and maintenance (20-30k/yr). We have also requested additional staffing that would staff an additional ambulance.

Project Origin/Justification

It is in direct response to the increased demand on EMS due to COVID-19 public health emergency.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$210,000	\$210,000						\$210,000
							\$0
							\$0
\$210,000	\$210,000	\$0	\$0	\$0	\$0	\$0	\$210,000

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
							\$0
\$210,000		\$210,000					\$210,000
							\$0
\$210,000	\$0	\$210,000	\$0	\$0	\$0	\$0	\$210,000

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

EMS - Cardiac Monitor/Defibrillator Project



Project #	FA
Total Project Cost	\$105,000
Department	Emer Mngt
FY Started	FY23
FY To Be Completed	FY23
Fund #	103
% Complete (as of FY22)	5%
Comments:	

Project Description

Purchase three (3) Cardiac Monitor/Defibrillators for the use on EMS ambulances. Monitor/Defibrillators are a key component of providing advanced medical care in the pre-hospital environment. These devices are standard equipment on all ambulances and all paramedics to evaluate and monitor a patients EKG and Cardiac Function, Blood Pressure, Oxygen Saturation and Automatic Defibrillation.

Project Origin/Justification

A Cardiac Monitor/Defibrillator is a required component of an advanced ambulance. Our current units are nearing the end of service and we are hopeful to add an additional ambulance to our fleet. These units are critical in monitoring and treating COVID-19 patients.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$105,000	\$105,000						\$105,000
							\$0
							\$0
\$105,000	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
							\$0
\$105,000		\$105,000					\$105,000
							\$0
\$105,000	\$0	\$105,000	\$0	\$0	\$0	\$0	\$105,000

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Fire - Self-Containing Breathing Apparatus Project



Project #	FA
Total Project Cost	\$540,972
Department	Fire
FY Started	FY23
FY To Be Completed	FY23
Fund #	103
% Complete (as of FY22)	10%
Comments:	

Project Description

This Project is to replace 49 SCBAs, 107 bottles, 119 face masks, 20 regulators, and 1 RIT pack. Our current SCBAs are over 20 years old and do not meet the current safety standards set forth by the National Fire Protection Association (NFPA). One of the greatest safety concerns is the upgraded standards for the facemasks to prevent early failure that can lead to contamination, injury or death of a firefighter. The additional masks are to provide each firefighter with two masks, so to prevent any sharing or reuse of a mask until proper cleaning and decontamination of the mask is complete.

Project Origin/Justification

This project is eligible as it provides new NFPA complaint SCBAs that are a step above the required respiratory protection for pandemic response and provides respiratory protection for the unknown responses. One part of the negative economic impact from covid is there has been an increase in home and business fires for profit which has increased the need for new SCBAs to better protect our firefighters from injury or death. Lastly, the two face masks per firefighter will help stop the spread of viruses among each other.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$540,000	\$540,000						\$540,000
\$972	\$972						\$972
\$540,972	\$540,972						\$540,972

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$540,972	\$119,375	\$421,597					\$540,972
\$540,972	\$119,375	\$421,597					\$540,972

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Dispatch Center Upgrades



Project # FA
 Total Project Cost \$140,000
 Department Police
 FY Started FY23
 FY To Be Completed FY23
 Fund # 103
 % Complete (as of FY22) 0%
 Comments:

Project Description

The dispatch facility at the Police Department has not been updated since the building was built over 20 years ago. Additions have been thrown together by adding terminal space and building extensions to existing work areas without regard to ergonomic function. A remodel of the area to include four upgraded workstations (currently we have three), task lighting, acoustical panels, storage etc. is estimated to be approximately \$140,000 for the top-level workstations.

Project Origin/Justification

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐ No ☒

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$140,000	\$140,000						\$140,000
							\$0
							\$0
\$140,000	\$140,000	\$0	\$0	\$0	\$0	\$0	\$140,000

Project Expenditures:

Engineering
 Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

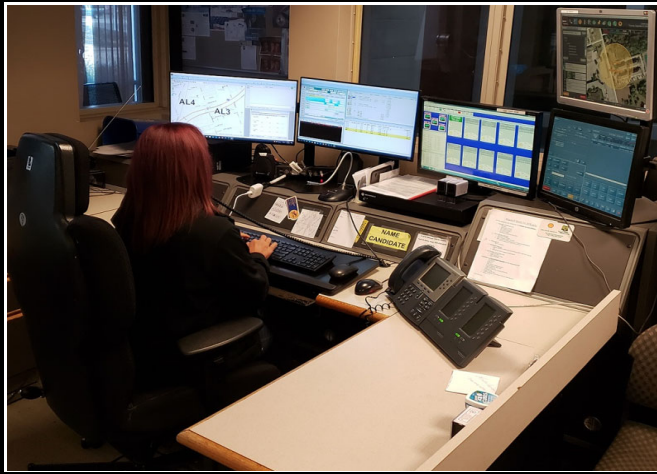
Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
							\$0
\$140,000		\$140,000					\$140,000
							\$0
\$140,000	\$0	\$140,000	\$0	\$0	\$0	\$0	\$140,000

Future Operating Costs:

Personnel
 Oper/Maint/Licensing
 Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Dispatch Center Console



Project # FA

Total Project Cost \$276,775

Department Police

FY Started FY23

FY To Be Completed FY23

Fund # 103

% Complete (as of FY22) 0%

Comments:

Project Description

In mid-2021 Alvin Police Department was notified that our three existing Motorola MCC5500 radio consolettes would be deemed end up service support as of December 31, 2021. This notification came too late to include in the FY 22 budget. Two of the three current consolettes have been in service in excess of 10 years, the third was added in 2014. End of service support means that no updates to the operating system or feature functionality will occur and when a console fails, no repairs will be conducted by Motorola. The consolettes are the heart of the dispatch system and is comprised of the computer terminals, radio bases, hardware and software to operate the radio CAD (Computer Aided Dispatch) system. As such, it is an essential component to providing first responder services to the City of Alvin.

Project Origin/Justification

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$276,775	\$276,775						\$276,775
							\$0
							\$0
\$276,775	\$276,775	\$0	\$0	\$0	\$0	\$0	\$276,775

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
							\$0
\$276,775		\$276,775					\$276,775
							\$0
\$276,775	\$0	\$276,775	\$0	\$0	\$0	\$0	\$276,775

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Emergency Operations Center Upgrades



Project # FA
 Total Project Cost \$50,000
 Department Emer Mngt
 FY Started FY22
 FY To Be Completed FY23
 Fund #
 % Complete (as of FY22) 95%
 Comments:

Project Description

This project is to provide improved technology features such as replacing existing projectors with monitors displays, replacing current work station computers with new desktop computers, replacing outdated analog AV switches and wiring, and adding additional acoustical panels.

Project Origin/Justification

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$50,000	\$50,000						\$50,000
							\$0
							\$0
\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000

Project Expenditures:

Engineering
 Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
							\$0
\$50,000	\$50,000						\$50,000
							\$0
\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000

Future Operating Costs:

Personnel
 Oper/Maint/Licensing
 Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$9,000
	\$200	\$200	\$200	\$200	\$200	\$200	\$1,200
\$0	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$10,200

Water Plant #4 Ground Storage Tank Replacement Project



Project # WA
 Total Project Cost \$4,178,500
 Department Engineering
 FY Started FY21
 FY To Be Completed FY24
 Fund # 210/103
 % Complete (as of FY22) 20%
 Comments:

Project Description

Decommission the existing 0.21 and 0.43 Million Gallon (MG) ground storage tanks and add a new 1.0 MG ground storage tank at Water Plant #4. Steel storage tanks are prone to corrosion, structural steel repair, roof replacement, and require regular maintenance, such as, re-coating approximately every ten years. Concrete ground storage tanks allow for consolidation of multiple Ground Storage Tanks (GSTs) into a single low maintenance tank. The life cycle cost of steel tank maintenance far outweighs the initial capital cost of a new concrete GST.

Project Origin/Justification

Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$378,500	\$147,655	\$230,845					\$378,500
\$3,800,000	\$3,800,000						\$3,800,000
\$4,178,500	\$3,947,655	\$230,845					\$4,178,500

Project Expenditures:

Engineering
 Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$378,500	\$147,655	\$230,845					\$378,500
\$3,800,000		\$1,000,000	\$2,800,000				\$3,800,000
\$4,178,500	\$147,655	\$1,230,845	\$2,800,000				\$4,178,500

Future Operating Costs:

Personnel
 Oper/Maint/Licensing
 Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

New City Hall



Project #	
Total Project Cost	\$8,000,000
Department	City Admin
FY Started	FY23
FY To Be Completed	
Fund #	
% Complete (as of FY22)	0%
Comments:	

Project Description

Demolish or convert the old City Hall building for another use. Build a new City Hall to provide the necessary governmental services.

Project Origin/Justification

The current City Hall building is outdated, repairs and maintenance are increasing, and the ability to expand personnel and services are limited in the current building.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒

No ☐

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$15,000,000		\$15,000,000					\$15,000,000
							\$0
							\$0
							\$0
							\$0
							\$0
\$15,000,000	\$0	\$15,000,000	\$0	\$0	\$0	\$0	\$15,000,000

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
\$1,500,000		\$1,500,000					\$1,500,000
\$13,500,000			\$13,500,000				\$13,500,000
							\$0
							\$0
\$15,000,000	\$0	\$1,500,000	\$13,500,000	\$0	\$0	\$0	\$15,000,000

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
			\$200,000	\$275,000	\$350,000	\$400,000	\$1,225,000
			\$50,000	\$60,000	\$70,000	\$80,000	\$260,000
			\$15,000	\$30,000	\$40,000	\$50,000	\$135,000
\$0	\$0	\$0	\$265,000	\$365,000	\$460,000	\$530,000	\$1,620,000

New Public Services Facility



Project #	
Total Project Cost	\$15,000,000
Department	City Admin
FY Started	FY24
FY To Be Completed	
Fund #	
% Complete (as of FY22)	0%
Comments:	

Project Description

Demolish or convert the old Public Services facility for another use. Build a new Public Services facility to provide the necessary utility, fleet and maintenance services.

Project Origin/Justification

The current Public Services facility is outdated, repairs and maintenance are increasing, and the ability to expand personnel and services are limited in the current building.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒ No ☐

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$10,000,000						\$10,000,000	\$10,000,000
							\$0
							\$0
							\$0
							\$0
							\$0
\$10,000,000	\$0	\$0	\$0	\$0	\$0	\$10,000,000	\$10,000,000

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
\$1,000,000						\$1,000,000	\$1,000,000
\$9,000,000						\$9,000,000	\$9,000,000
							\$0
							\$0
\$10,000,000	\$0	\$0	\$0	\$0	\$0	\$10,000,000	\$10,000,000

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
			\$200,000	\$275,000	\$350,000	\$400,000	\$1,225,000
			\$50,000	\$60,000	\$70,000	\$80,000	\$260,000
			\$15,000	\$30,000	\$40,000	\$50,000	\$135,000
\$0	\$0	\$0	\$265,000	\$365,000	\$460,000	\$530,000	\$1,620,000

Street Projects Summary

Project Name
FM 528 Extension

Project Total
\$16,286,353
\$16,286,353

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$15,100,000						\$15,100,000	\$15,100,000
\$1,186,353	\$1,186,353						\$1,186,353
\$16,286,353	\$1,186,353					\$15,100,000	\$16,286,353

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,186,353	\$1,186,353						\$1,186,353
\$15,100,000						\$15,100,000	\$15,100,000
\$16,286,353	\$1,186,353					\$15,100,000	\$16,286,353

Future Operating Costs:

Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
	\$900	\$1,000	\$1,000	\$1,000	\$1,200	\$1,200	\$6,300
	\$900	\$1,000	\$1,000	\$1,000	\$1,200	\$1,200	\$6,300

FM 528 Extension



Project #	ST1803
Total Project Cost	\$16,286,353
Department	Engineering
FY Started	FY05
FY To Be Completed	FY28
Fund #	312
% Complete (as of FY22)	20%
Comments:	TXDOT has this project scheduled to let for construction in 2028.

Project Description

This project involves the design and construction of the extension of FM 528 from Gordon Street to Highway 6 along the right-of-way that has been acquired in the last ten plus years. The final environmental study for the project alignment was completed by TXDOT in 2016 and TXDOT submitted an application for funding of the construction of the project through the Transportation Improvement Program's (TIP) "2018 Call For Projects" in October 2018. The project was not selected for TIP funding. The majority of the construction cost for the project comes from the construction of the bridge over the railroad tracks

Project Origin/Justification

Completion of this project will help to relieve traffic congestion at the Gordon Street and Highway 6 intersection, as well as, provide a secondary evacuation route over the railroad tracks in the event that the railroad underpass along Highway 6 floods.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒ No ☐

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$15,100,000						\$15,100,000	\$15,100,000
\$1,186,353	\$1,186,353						\$1,186,353
\$16,286,353	\$1,186,353					\$15,100,000	\$16,286,353

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,186,353	\$1,186,353						\$1,186,353
\$15,100,000						\$15,100,000	\$15,100,000
\$16,286,353	\$1,186,353					\$15,100,000	\$16,286,353

Water Projects Summary

Project Name

Waterline Improvements Phase 3
 Waterline Improvements Phase 4
 Waterline Improvements Phase 5
 Waterline Improvements Phase 6
 Waterline Improvements Phase 7

Project Total

\$4,101,420
 2,892,378
 2,444,000
 2,592,800
 3,114,800

\$15,145,398

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$15,145,398	\$7,226,540		\$2,643,458	\$5,275,400			\$15,145,398
\$15,145,398	\$7,226,540		\$2,643,458	\$5,275,400			\$15,145,398

Project Expenditures:

Engineering
 Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

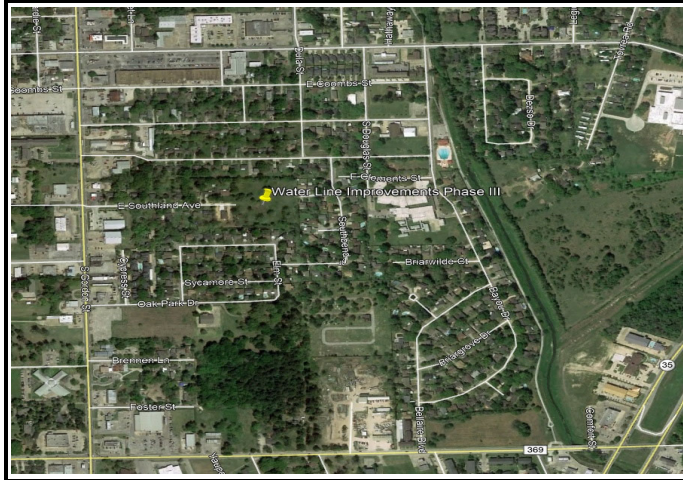
Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$28,065		\$28,065					\$28,065
\$2,429,200	\$889,595	\$588,205		\$432,200	\$519,200		\$2,429,200
\$12,688,133		\$3,523,455	\$2,093,939	\$2,314,539	\$2,160,600	\$2,595,600	\$12,688,133
\$15,145,398	\$889,595	\$4,139,725	\$2,093,939	\$2,746,739	\$2,679,800	\$2,595,600	\$15,145,398

Future Operating Costs:

Oper/Maint/Licensing
 Utilities
 Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Waterline Improvements Phase 3



Project #	WA2001
Total Project Cost	\$4,101,420
Department	Engineering
FY Started	FY21
FY To Be Completed	FY23
Fund #	237/238
% Complete (as of FY22)	20%
Comments:	

Project Description

New 8 inch and 6 inch water lines to connect and replace existing small diameter water lines in the area bounded by House Street, Bayou Drive, South Street, and Gordon Street. The replacement of the existing water lines will increase available fire flow capacity, improve water quality, and increase water system connectivity between the City's water plants.

Project Origin/Justification

Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$4,101,420	\$4,101,420						\$4,101,420
\$4,101,420	\$4,101,420						\$4,101,420

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$28,065		\$28,065					\$28,065
\$549,900	\$423,695	\$126,205					\$549,900
\$3,523,455		\$3,523,455					\$3,523,455
\$4,101,420	\$423,695	\$3,677,725					\$4,101,420

Future Operating Costs:

Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Waterline Improvements Phase 4



Project #	WA2101
Total Project Cost	\$2,892,378
Department	Engineering
FY Started	FY22
FY To Be Completed	FY23
Fund #	240
% Complete (as of FY22)	5%
Comments:	

Project Description

New 12 inch, 10 inch, 8 inch and 6 inch water lines to connect and replace existing small diameter water lines in the area bounded by Blum Street, Johnson Street, South Street, and Callaway Drive. The replacement of the existing water lines will increase available fire flow capacity, improve water quality, and increase water system connectivity between the City's water plants.

Project Origin/Justification

Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
\$2,892,378	\$2,717,720		\$174,658				\$2,892,378
							\$0
							\$0
							\$0
							\$0
\$2,892,378	\$2,717,720	\$0	\$174,658	\$0	\$0	\$0	\$2,892,378

Project Expenditures:

Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

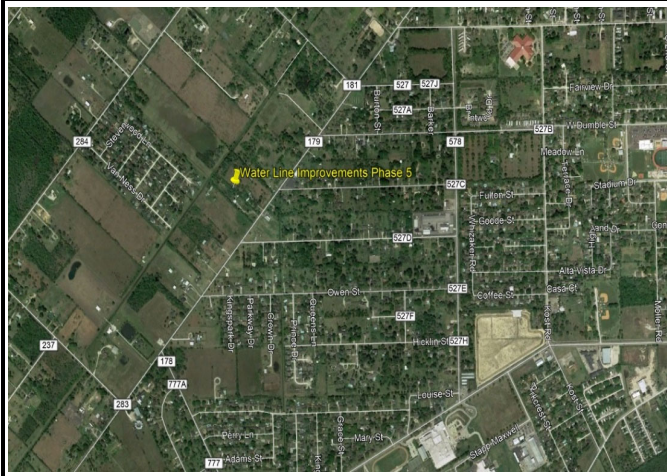
Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
\$520,500	\$465,900	\$54,600					\$520,500
\$2,371,878			\$1,075,639	\$1,296,239			\$2,371,878
							\$0
							\$0
\$2,892,378	\$465,900	\$54,600	\$1,075,639	\$1,296,239	\$0	\$0	\$2,892,378

Future Operating Costs:

Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Waterline Improvements Phase 5



Project # WA2201
 Total Project Cost \$2,444,000
 Department Engineering
 FY Started FY23
 FY To Be Completed FY25
 Fund # 240
 % Complete (as of FY22) 0%
 Comments:

Project Description

New 8 inch and 6 inch water lines to connect and replace existing small diameter water lines in the area bounded by Stevenwood Lane, Kost Road, Rosharon Road, and the Alvin City Limits. The replacement of the existing water lines will increase available fire flow capacity, improve water quality, and increase water system connectivity between the City's water plants.

Project Origin/Justification

Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
\$2,444,000	\$407,400		\$2,036,600				\$2,444,000
							\$0
							\$0
							\$0
							\$0
\$2,444,000	\$407,400	\$0	\$2,036,600	\$0	\$0	\$0	\$2,444,000

Project Expenditures:

Engineering
 Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

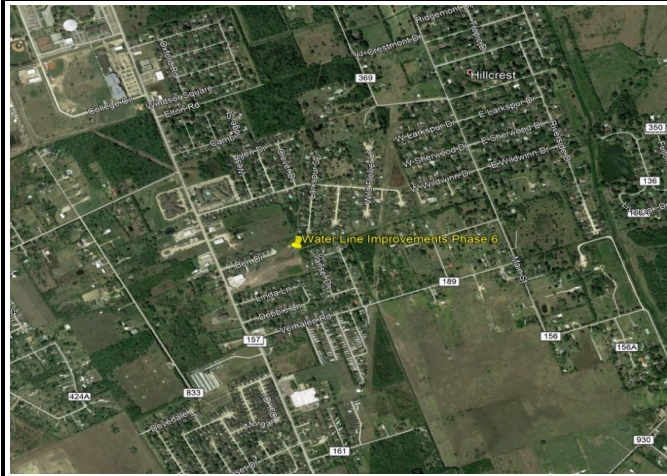
Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
\$407,400		\$407,400					\$407,400
\$2,036,600			\$1,018,300	\$1,018,300			\$2,036,600
							\$0
							\$0
\$2,444,000	\$0	\$407,400	\$1,018,300	\$1,018,300	\$0	\$0	\$2,444,000

Future Operating Costs:

Personnel
 Oper/Maint/Licensing
 Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Waterline Improvements Phase 6



Project # WA2301
 Total Project Cost \$2,592,800
 Department Engineering
 FY Started FY25
 FY To Be Completed FY26
 Fund # TBA
 % Complete (as of FY22) 0%
 Comments:

Project Description

New 6 inch water lines to connect and replace existing small diameter water lines in the area bounded by Windsor Square, Fairway Drive, County Road 161, and Mustang Road. The replacement of the existing water lines will increase available fire flow capacity, improve water quality, and increase water system connectivity between the City's water plants.

Project Origin/Justification

Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
\$2,592,800			\$432,200	\$2,160,600			\$2,592,800
							\$0
							\$0
							\$0
							\$0
\$2,592,800	\$0	\$0	\$432,200	\$2,160,600	\$0	\$0	\$2,592,800

Project Expenditures:

Engineering
 Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

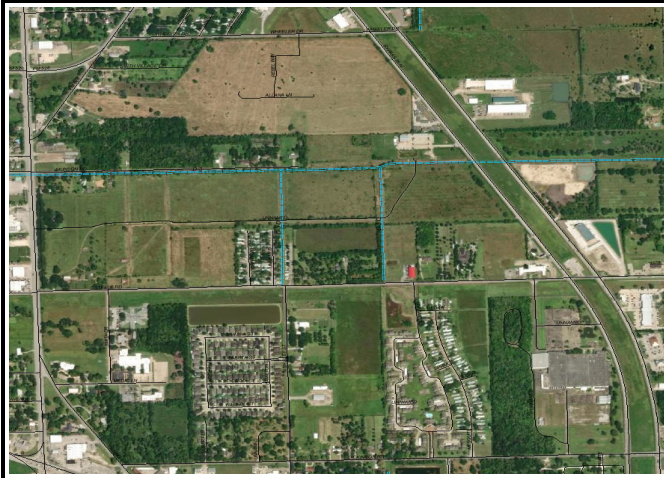
Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
\$432,200				\$432,200			\$432,200
\$2,160,600					\$2,160,600		\$2,160,600
							\$0
							\$0
\$2,592,800	\$0	\$0	\$0	\$432,200	\$2,160,600	\$0	\$2,592,800

Future Operating Costs:

Personnel
 Oper/Maint/Licensing
 Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Waterline Improvements Phase 7



Project #	WA2401
Total Project Cost	\$3,114,800
Department	Engineering
FY Started	FY25
FY To Be Completed	FY27
Fund #	TBA
% Complete (as of FY22)	0%
Comments:	

Project Description

New 8 inch water lines to connect and replace existing small diameter water lines in the area bounded by Wheeler Drive, State Highway 35 Bypass, Dickinson Road, and North Gordon Street. The replacement of the existing water lines will increase available fire flow capacity, improve water quality, and increase water system connectivity between the City's water plants.

Project Origin/Justification

Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
\$3,114,800				\$3,114,800			\$3,114,800
							\$0
							\$0
							\$0
							\$0
\$3,114,800	\$0	\$0	\$0	\$3,114,800	\$0	\$0	\$3,114,800

Project Expenditures:

Engineering
 Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
\$519,200					\$519,200		\$519,200
\$2,595,600						\$2,595,600	\$2,595,600
							\$0
							\$0
\$3,114,800	\$0	\$0	\$0	\$0	\$519,200	\$2,595,600	\$3,114,800

Future Operating Costs:

Personnel
 Oper/Maint/Licensing
 Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Wastewater Projects Summary

Project Name

Lift Station #30 Expansion & Hwy 35 Bypass Gravity Mains
 Lift Station #23 Expansion
 Lift Station #2 Rehabilitation
 Lift Station #33 Expansion
 Lift Station 8 Improvement Phase 1
 Lift Station #3 Rehab and Expansion to .85 MGD
 Highway 6 Lift Station Consolidation Phase 1
 54" Eastside Interceptor
 Wastewater SCADA System
 WWTP Expansion to 7.5 MGD

Project Total

\$9,593,948
 25,514,167
 680,200
 1,990,800
 4,135,600
 683,800
 6,100,200
 18,221,460
 2,373,600
 70,200,000
\$139,493,775

Funding Sources:

CO/GO Bond
 Water/Sewer Rev. Bonds
 Impact Fees
 Grants
 Sales Tax Fund
 Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,864,167	\$1,864,167						\$1,864,167
\$137,629,608	\$58,111,013		\$29,744,995	\$18,173,600	\$15,800,000	\$15,800,000	\$137,629,608
\$139,493,775	\$59,975,180		\$29,744,995	\$18,173,600	\$15,800,000	\$15,800,000	\$139,493,775

Project Expenditures:

Engineering
 Land/Right of Way
 Design/Surveying
 Construction
 Equip/Furn/Software
 Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$451,438	\$242,754	\$208,684					\$451,438
\$17,656,525	\$3,683,744	\$7,542,571	\$6,281,200	\$395,600			\$17,903,115
\$121,385,812	\$11,520,782	\$21,804,725	\$24,463,948	\$31,749,767	\$15,800,000	\$15,800,000	\$121,139,222
\$139,493,775	\$15,447,280	\$29,555,980	\$30,745,148	\$32,145,367	\$15,800,000	\$15,800,000	\$139,493,775

Future Operating Costs:

Oper/Maint/Licensing
 Utilities
 Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Lift Station #30 Expansion & Hwy 35 Bypass Gravity Mains



Project #	WA1803
Total Project Cost	\$9,593,948
Department	Engineering
FY Started	FY21
FY To Be Completed	FY23
Fund #	238
% Complete (as of FY22)	80%
Comments:	

Project Description

This project includes the expansion of Lift Station 30 from a firm pumping capacity of 4.1 Million Gallons per Day (MGD) to a firm pumping capacity of 11.7 MGD. This project includes a new 24 inch force main and upsizing of the gravity lines to 36 inch immediately upstream and downstream of Lift Station 30. The existing 30 inch gravity lines do not have enough capacity to convey projected 2035 peak wastewater flows. The 11.7 MGD lift station expansion and proposed gravity lines are sized to convey projected 2035 peak wastewater flows from the Northeast and Northwest Basins including proposed flows from the two developments northwest of the City.

Project Origin/Justification

Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐ No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$9,593,948	\$9,593,948						\$9,593,948
\$9,593,948	\$9,593,948						\$9,593,948

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$760,515	\$760,515						\$760,515
\$8,833,433	\$5,502,240	\$3,331,193					\$8,833,433
\$9,593,948	\$6,262,755	\$3,331,193					\$9,593,948

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Lift Station #23 Expansion



Project #	WA2101
Total Project Cost	\$25,514,167
Department	Engineering
FY Started	FY21
FY To Be Completed	FY23
Fund #	235/236/237/239/240
% Complete (as of FY22)	5%
Comments:	

Project Description

This project includes the expansion of Lift Station 23 from a firm pumping capacity of 2.02 Million Gallons per Day (MGD) to a firm pumping capacity of 9 MGD and elimination of lift stations 15 and 16. This project also includes the replacement of sanitary gravity mains along Steele Road, North Gordon, Rice Street, and Ave. E 1/2, with approximately 14,720 linear feet of new gravity mains, ranging in size from 15-inch to 30-inch, and replacing approximately 7,000 linear feet of 16-inch and 12-inch sanitary force main along Highway 35 Bypass with 24-inch force main.

Project Origin/Justification

Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016 . The scope was revised in 2/2020 by LJA Engineering after a preliminary survey was done that indicated that lift stations 15 and 16 could be eliminated.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,864,167	\$1,864,167						\$1,864,167
\$23,650,000	\$19,776,833		\$3,873,167				\$23,650,000
							\$0
							\$0
							\$0
							\$0
\$25,514,167	\$21,641,000	\$0	\$3,873,167	\$0	\$0	\$0	\$25,514,167

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
\$350,000	\$168,140	\$181,860					\$350,000
\$1,389,800	\$994,922	\$394,878					\$1,389,800
\$23,774,367		\$9,450,600	\$9,450,600	\$4,873,167			\$23,774,367
							\$0
							\$0
\$25,514,167	\$1,163,062	\$10,027,338	\$9,450,600	\$4,873,167	\$0	\$0	\$25,514,167

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
							\$0
							\$0
							\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Lift Station #2 Rehabilitation



Project #	WA2104
Total Project Cost	\$680,200
Department	Engineering
FY Started	FY25
FY To Be Completed	FY25
Fund #	TBA
% Complete (as of FY22)	0%
Comments:	

Project Description

This project includes rehabilitation of Lift Station 2. The condition assessment results showed this lift station to be in very poor condition. In the 2015 Utility Master Plan it recommends rehabilitating the electrical equipment and performing a structural repair on the slab. This project will increase the service life and reliability of the lift station.

Project Origin/Justification

Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$680,200	\$680,200						\$680,200
\$680,200	\$680,200						\$680,200

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$113,400			\$113,400				\$113,400
\$566,800			\$566,800				\$566,800
\$680,200			\$680,200				\$680,200

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Lift Station #33 Expansion



Project #	WA2302
Total Project Cost	\$1,990,800
Department	Engineering
FY Started	FY24
FY To Be Completed	FY21
Fund #	TBA
% Complete (as of FY22)	0%
Comments:	

Project Description

This project includes the expansion of Lift Station 22 from a firm pumping capacity of 0.63 Million Gallons per Day (MGD) to a firm pumping capacity of 1.1 MGD, and the expansion of Lift Station 33 from a firm pumping capacity of 1.26 MGD to a firm pumping capacity of 2.4 MGD. The proposed lift station expansions are sized to convey projected 2035 peak wastewater flows from the Northeast Basin.

Project Origin/Justification

Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,990,800	\$1,834,150		\$156,650				\$1,990,800
\$1,990,800	\$1,834,150		\$156,650				\$1,990,800

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$362,050			\$331,800				\$331,800
\$1,628,750			\$1,659,000				\$1,659,000
\$1,990,800			\$1,990,800				\$1,990,800

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Lift Station 8 Improvement Phase 1



Project #	WA2305
Total Project Cost	\$4,135,600
Department	Engineering
FY Started	FY24
FY To Be Completed	FY25
Fund #	TBA
% Complete (as of FY22)	0%

Comments:

Project Description

Construct new LS#8 with 8.7 MGD wet well capacity and 3.7 MGD firm pumping capacity.

Project Origin/Justification

Identified in the 2022 Utility Master Plan by Freese and Nichols, Inc.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$4,135,600			\$4,135,600				\$4,135,600
\$4,135,600			\$4,135,600				\$4,135,600

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$413,560			\$690,300				\$690,300
\$3,722,040				\$3,445,300			\$3,445,300
\$4,135,600			\$690,300	\$3,445,300			\$4,135,600

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Lift Station #3 Rehab and Expansion to .85 MGD



Project #	WA2305
Total Project Cost	\$683,800
Department	Engineering
FY Started	
FY To Be Completed	
Fund #	238/240
% Complete (as of FY22)	0%
Comments:	

Project Description

Lift Station 3 Rehab to .85 MGD

Project Origin/Justification

Identified in the 2022 Utility Master Plan by Freese and Nichols, Inc.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$683,800	\$613,067		\$70,733				\$683,800
\$683,800	\$613,067		\$70,733				\$683,800

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$114,000			\$114,000				\$114,000
\$569,800				\$569,800			\$569,800
\$683,800			\$114,000	\$569,800			\$683,800

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Highway 6 Lift Station Consolidation Phase 1



Project #	WA
Total Project Cost	\$6,100,200
Department	Engineering
FY Started	FY24
FY To Be Completed	FY25
Fund #	238
% Complete (as of FY22)	0%
Comments:	

Project Description

Lift Station 3 Rehab to .85 MGD

Project Origin/Justification

Identified in the 2022 Utility Master Plan by Freese and Nichols, Inc.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$6,100,200	\$391,355		\$5,708,845				\$6,100,200
\$6,100,200	\$391,355		\$5,708,845				\$6,100,200

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

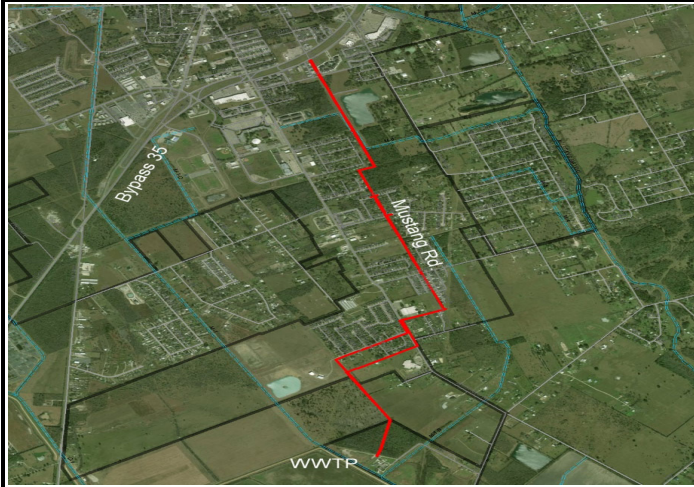
Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$1,016,600			\$1,016,700				\$1,016,700
\$5,083,600				\$5,083,500			\$5,083,500
\$6,100,200			\$1,016,700	\$5,083,500			\$6,100,200

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

54" Eastside Interceptor



Project #	WA
Total Project Cost	\$18,221,460
Department	Engineering
FY Started	FY21
FY To Be Completed	FY23
Fund #	236/237/238
% Complete (as of FY22)	70%
Comments:	

Project Description

This project includes the construction of a 54 inch wastewater line from Bypass 35 to the Wastewater Treatment Plant (WWTP). The model showed the existing 27 inch and 33 inch wastewater lines do not have enough capacity to convey existing peak flows to the plant. The new 54 inch wastewater line is sized to convey projected wastewater system peak flows through 2035. Constructing a single line in place of the two undersized lines will allow for easier system operations and less maintenance.

Project Origin/Justification

Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐ No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$18,221,460	\$18,221,460						\$18,221,460
\$18,221,460	\$18,221,460						\$18,221,460

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$101,438	\$74,614	\$26,824					\$101,438
\$2,076,000	\$1,918,644	\$157,356					\$2,076,000
\$16,044,022	\$6,018,542	\$9,022,932	\$1,002,548				\$16,044,022
\$18,221,460	\$8,011,800	\$9,207,112	\$1,002,548				\$18,221,460

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

Wastewater SCADA System

Project #	WA
Total Project Cost	\$2,373,600
Department	Engineering
FY Started	FY25
FY To Be Completed	FY25
Fund #	TBA
% Complete (as of FY22)	0%
Comments:	

Project Description

This project includes the installation of a Wastewater Supervisory Control and Data Acquisition (SCADA) system. The Utility Master Plan recommends that the wastewater SCADA system be connected to the operation of the peak flow basin. This system would allow City Staff to optimize the operation of the wastewater system.

Project Origin/Justification

Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☐

No ☒

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$2,373,600				\$2,373,600			\$2,373,600
\$2,373,600				\$2,373,600			\$2,373,600

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

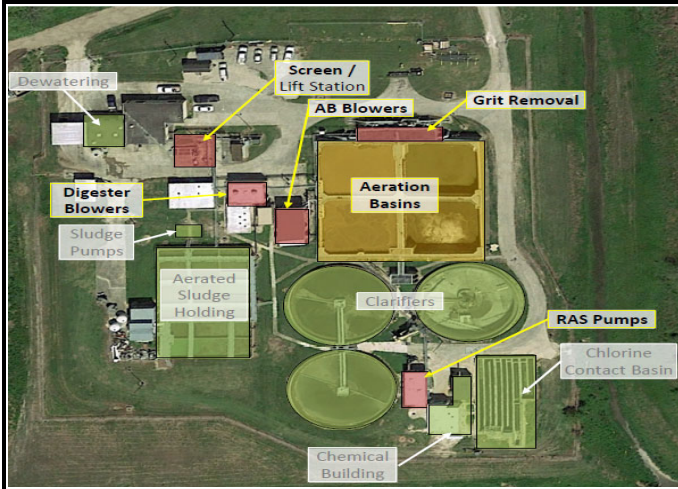
Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$395,600				\$395,600			\$395,600
\$1,978,000				\$1,978,000			\$1,978,000
\$2,373,600				\$2,373,600			\$2,373,600

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total

WWTP Expansion to 7.5 MGD



Project #	WA
Total Project Cost	\$70,200,000
Department	Engineering
FY Started	FY22
FY To Be Completed	FY27
Fund #	240
% Complete (as of FY22)	0%
Comments:	

Project Description

Design and construction of the 2.5 MGD Wastewater Treatment Plant (WWTP) expansion and critical plant improvements.

Project Origin/Justification

The Alvin WWTP has exceeded 75% of its permitted flow capacity, and additional treatment capacity is needed to accommodate the City's projected growth.

Is There An Incremental Impact on the Operating Budget Once Complete?

Yes ☒ No ☐

Funding Sources:

CO/GO Bond
Water/Sewer Rev. Bonds
Impact Fees
Grants
Sales Tax Fund
Operating/Cap Funds
Total Revenues

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$70,200,000	\$7,000,000		\$15,800,000	\$15,800,000	\$15,800,000	\$15,800,000	\$70,200,000
\$70,200,000	\$7,000,000		\$15,800,000	\$15,800,000	\$15,800,000	\$15,800,000	\$70,200,000

Project Expenditures:

Engineering
Land/Right of Way
Design/Surveying
Construction
Equip/Furn/Software
Contingency
Total Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
\$11,015,000	\$9,663	\$6,990,337	\$4,015,000				\$11,015,000
\$59,185,000			\$11,785,000	\$15,800,000	\$15,800,000	\$15,800,000	\$59,185,000
\$70,200,000	\$9,663	\$6,990,337	\$15,800,000	\$15,800,000	\$15,800,000	\$15,800,000	\$70,200,000

Future Operating Costs:

Personnel
Oper/Maint/Licensing
Utilities
Total Operating Costs

Estimate	Prior Yrs	FY2023	FY2024	FY2025	FY2026	FY2027	Total



AGENDA COMMENTARY

Meeting Date: 5/4/2023

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Resolution 23-R-10, accepting the donation of \$15,000 from INEOS for the purchase of audio/visual equipment, replacement of a lectern, and for the purchase and installation of automatic door controls at the Senior Center.

Type of Item: Resolution

Summary: INEOS donated \$15,000 to the City of Alvin to purchase a replacement lectern as well hire a contractor to purchase and install automatic door controls on four (4) restroom doors within the Senior Center.

The City's donation policy requires donations to the City - valued at a sum of \$5,000 or greater - be accepted by Resolution of the City Council.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** \$15,000

1295 Form Required? Yes ☐ No ☒

Legal Review N/A ☐ Required ☒
Required:

Date Completed: 4/27/2023 SLH

Finance Review N/A ☐ Required ☒
Required:

Date Completed: 5/1/23 MH

Supporting documents attached:

1. Res 23-R-10; Accepting donation from INEOS

Recommendation: Move to approve Resolution 23-R-10, accepting the donation of \$15,000 from INEOS for the purchase of audio/visual equipment, replacement of a lectern, and for the purchase and installation of automatic door controls at the Senior Center.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐
Reviewed by City Manager, if applicable: ☒

RESOLUTION 23-R-10

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE DONATION OF FIFTEEN THOUSAND DOLLARS (\$15,000) FROM INEOS, FOR THE PURCHASE OF AUDIO/VISUAL EQUIPMENT, REPLACEMENT OF A LECTERN, AND FOR THE PURCHASE AND INSTALLATION OF AUTOMATIC DOOR CONTROLS AT THE SENIOR CENTER.

WHEREAS, INEOS has donated the amount of Fifteen Thousand Dollars (\$15,000) for the purchase of audio/visual equipment, a replacement lectern, and for the purchase and installation of automatic door controls for four (4) restroom doors at the Senior Center; and

WHEREAS, the City of Alvin welcomes support from the community to enhance City property; and

WHEREAS, City Council desires to accept this donation and express their appreciation to INEOS;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

Section 2. That the City Council, on behalf of the citizens of the City of Alvin, Texas, hereby expresses their appreciation to INEOS and accepts the donation of Fifteen Thousand Dollars (\$15,000) for improvements at the Senior Center.

Section 3. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this the ____ day of May 2023.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/4/2023

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider Resolution 23-R-11, with the intent to Establish the City of Alvin Property Assessed Clean Energy ("PACE") Program and calling for a public hearing to be held to receive public comment on this Program for Thursday, June 1, 2023, 7:00 p.m. in the City Council Chambers of Alvin City Hall; and setting forth other provisions related thereto.

Type of Item: Action Item

Summary: PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for commercial, industrial, and large multifamily (five or more units) real property. Property owners who participate in the program repay the financings through a voluntary contractual assessment placed on their property. One of the most notable characteristics of PACE programs is that the financing is attached to the property rather than belonging to an individual. Therefore, when the owner sells the property, the financing may be paid off during the sale, or stay with the property and be transferred to the new owner, who also benefits from the upgrades that were completed.

PACE financing enables businesses to avoid the upfront costs of energy and water efficiency improvements. PACE financings can be paid over a long period of time while energy costs are simultaneously lower, which typically provides the property owner with immediate net savings. PACE overcomes challenges that have hindered adoption of energy and water efficiency for many property owners. The debts, liabilities and obligations incurred as part of the PACE Program do not constitute debts, liabilities or obligations of City of Alvin.

ANALYSIS OF THE PACE PROGRAM:

Participation in this program is voluntary and offers property owners a cost-effective means of making energy and water efficiency improvements to their property. Property owners repay the financing over a period of years, reflecting the useful life of the improvements.

The benefits to the property owner include:

- Helps Lower Electric, Gas and Water Utility Bills
 - 100% Financing on Hard and Soft Costs
 - Typically, Results in Savings from Day One
 - Increases Property Value
 - Results in More Comfortable Buildings and Improved Indoor Air Quality
 - Lowers Carbon Footprint and Improves the Environment
 - Provides Long-Term Funding and Results in Immediate Benefit to Cash Flow
 - Offers a Range of Accounting Treatments
-

The benefits to the City include:

- Supports Commercial Businesses with No Cost, Liability, or Administration to the City
- Upgrades the Efficiency and Competitiveness of Existing Building Stock
- Helps Attain Energy and Water Efficiency Goals
- Increases Commercial Property Values and Improves Tax Base
- Creates Jobs for Local Contractors, Manufacturers and Engineering Firms

ANALYSIS OF THE PROFESSIONAL SERVICES AGREEMENT AND REPORT:

In order for Lone Star PACE to have the authority to provide PACE financing in the City, it is necessary for the City to execute the Professional Services Agreement. The Professional Services Agreement provides that Lone Star PACE is an authorized representative and program administrator, separate and apart from the City executing such agreement. There are no costs to the City associated with the City of Alvin PACE Program.

Texas Local Government Code Section 399.009 requires a report to be prepared detailing the requirements for every PACE program established. The attached Program Report provides the required information to establish a PACE program within the City. This report will be published on the City website and made available at the City office for inspection by the public.

FISCAL IMPACT:

There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the PACE Program.

ATTACHMENTS:

- 1) Proposed Resolution Of Intent To Establish a City of Alvin Property Assessed Clean Energy ("PACE") Program; And Authorizing Related Actions
- 2) Report Required by Texas Local Government Code Section 399.009

Resolution 23-R-11 states that the City of Alvin intends to establish this program for use within the City of Alvin. A public hearing through the adoption of this Resolution is called for Thursday, June 1, 2023 at 7:00 p.m.

Funding Expected:	Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item:	Yes ☐ No ☐ N/A ☒
Funding Account:	_____	Amount:	_____
Legal Review Required:	N/A ☐ Required ☒	1295 Form Required?	Yes ☐ No ☒
Finance Review Required:	N/A ☐ Required ☒	Date Completed:	<u>5/1/2023 SLH</u>
		Date Completed:	_____

Supporting documents attached:

1. Res. 23-R-11; Pace Program Intent
 2. Program Report - City of Alvin
 3. Program Report Exhibit 1 - Map of City of Alvin
 4. Program Report Exhibit 2 - Owner Contract - City of Alvin
 5. Program Report Exhibit 3 - Lender Contract - City of Alvin
 6. Program Report Exhibit 4 - Notice of Contractual Assessment - City of Alvin
-

Recommendation: Move to approve Resolution 23-R-11, with the intent to Establish the City of Alvin Property Assessed Clean Energy ("PACE") Program and calling for a public hearing to be held to receive public comment on this Program for Thursday, June 1, 2023, 7:00 p.m. in the City Council Chambers of Alvin City Hall; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

RESOLUTION NO. 23-R-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, WITH THE INTENT TO ESTABLISH THE CITY OF ALVIN PROPERTY ASSESSED CLEAN ENERGY (“PACE”) PROGRAM AND CALLING FOR A PUBLIC HEARING TO BE HELD TO RECEIVE PUBLIC COMMENT ON THIS PROGRAM FOR THURSDAY, JUNE 1, 2023, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS OF ALVIN CITY HALL, 216 WEST SEALY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government, including a city or county, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of certain permanent improvements fixed to the property intended to decrease energy or water consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City of Alvin (“City of Alvin” or “City”) will further the goals of energy and water conservation without cost to the public; and

WHEREAS, the City Council finds that financing energy and water conserving projects through contractual assessments (“PACE Financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, and conserving water resources; and

WHEREAS, the City Council, subject to the public hearing scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this resolution, finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the City’s jurisdiction as a region within which a designated Authorized Representative of the City and the record owners of qualified real property may enter into PACE financing arrangements:

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF ALVIN CITY COUNCIL THAT:

Section 1. The Recitals to this Resolution are true and correct and are incorporated into this Resolution for all purposes.

Section 2. The City of Alvin hereby adopts this Resolution of Intent and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose.

Section 3. The City of Alvin will, at a property owner’s request, impose contractual assessments to repay PACE financing for qualified energy or water conserving projects available

to owners of commercial, industrial, and large multifamily residential real property. The program is to be called the City of Alvin Property Assessed Clean Energy (“City of Alvin PACE”).

Section 4. The following types of projects are qualified projects for PACE Financing that may be subject to such contractual assessments: Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

Section 5. An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

Section 6. The boundaries of the entire geographic area within the City of Alvin’s jurisdiction are the boundaries of the region where PACE financing and assessments can occur. [A City PACE program may include its ETJ].

Section 7. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the Authorized Representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that City will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The City of Alvin will not provide financing of any sort for the PACE program.

Section 8. The City Council will designate one or more registered municipal advisor firms or non-profit organizations to act as Authorized Representatives with authority to enter into written contracts with the record owners of real property in the City of Alvin to impose assessments pursuant to the PACE Act to repay the financing of qualified projects on the owners’ property, to enter into written contracts with the parties that provide third-party financing for such projects to service the debts through assessments, and to file written notice of each contractual assessment in the real property records of the City, all on behalf of the City of Alvin. The City of Alvin Mayor or his designee will be the liaison with the Authorized Representatives.

Section 9. The City of Alvin will consult with the County Tax Assessor/Collector for Brazoria County, Texas.

Section 10. The report on the proposed PACE Program, prepared as provided by Texas Local Government Code Section 399.009, is available for public inspection on the Internet website of the City, and in the office of the City Secretary at 216 West Sealy, Alvin, Texas 77511 and is incorporated in this resolution and made a part hereof for all purposes.

Section 11. City Council will hold a public hearing on the proposed PACE program and report on Thursday, June 1, 2023, at 7:00 p.m. in the Alvin City Council Chambers, 216 West Sealy, Alvin, Texas 77511.

Section 12. Open Meeting Act. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 4th day of May 2023.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 399.009

FOR PROPOSED CITY OF ALVIN

PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

This Report is adopted by the City of Alvin, Texas City Council (“**Local Government**”) for the City of Alvin Property Assessed Clean Energy (PACE) Program (**the “Program”**) in accordance with the requirements of the Property Assessed Clean Energy Act (**the “PACE Act”**) as set forth in Texas Local Government Code Chapter 399.

The Local Government and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. As described in this Report, the Local Government is establishing the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE Program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources.

Authorized under the PACE Act enacted in 2013, the PACE program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner.

Loans made under the PACE Program will be secured by assessments on the property that are voluntarily imposed by the owner. Assessments may be amortized over the projected life of the improvements. The utility cost savings derived from improvements financed with PACE loans are expected to equal or exceed the amount of the assessment. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the buyer and seller can decide if the payment obligation for the remaining balance of the assessment will be transferred automatically to the next owner or paid off as part of the sale. As a result, the program will help property owners overcome market barriers that often discourage investment in energy efficiency and water conservation improvements.

1. Eligible Properties

The Local Government PACE program is a strictly voluntary program. All private sector owners of Eligible Properties located within the Local Government PACE region may participate in PACE financing. The entire territory of the Local Government is designated as the region in which the Program is available. ***“Eligible Properties”*** include commercial, industrial, and multi-family residential properties with five or more dwelling units. Government, residential¹, and facilities for undeveloped lots or lots undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. ***“Qualified Improvements”*** are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not considered to be Qualified Improvements.

The following items may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning (“HVAC”) systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

3. Benefits of PACE to Property Owners

The PACE program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment.

¹ This encompasses single family residential and any multi-family properties with fewer than five units.

By financing Qualified Improvements through the Program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

4. Benefits of PACE to the Local Government

The PACE Program benefits the entire Local Government by improving its buildings, increasing property values, encouraging economic development, and saving energy and water, all without requiring any public funds.

Among other things, projects financed through PACE Program will:

- Enable property owners and occupants to save substantial amounts in utility costs;
- Reduce demand on the electricity grid;
- Mitigate greenhouse gas emissions associated with energy generation;
- Enhance the value and efficiency of existing buildings;
- Boost the local economy by creating new job opportunities for laborers and new business opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufacturers;
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property;
- Improve productivity through optimized energy usage;
- Support the State's water conservation plan;
- Better enable the Local Government to meet its water conservation goals.

Finally, through the reduction in energy consumption as a result of the PACE Program, there will be a decreased demand for power, resulting in lower emissions from power plants.

The PACE program requires minimal support from the Local Government. It is designed to be self-sustaining and is typically administered by qualified third-party authorized representatives. Furthermore, because the PACE program is tax neutral, it achieves all of the benefits listed in this Report without imposing a burden on the Local Government's general fund.

The 84th Texas Legislature added a provision to the PACE Act that explicitly shields the Local Government and its employees, members of the governing body of a local government and any

board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a Program under this chapter.²

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are very secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to address an almost universal pent-up demand for implementing high efficiency commercial and industrial property equipment. In order to protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the Local Government PACE Program

Under the PACE Act, the establishment and operation of the program are considered to be governmental functions. The PACE Act further authorizes the Local Government to enter into a contract with one or more third parties (the “*Authorized Representative(s)*”) to provide administrative services for the PACE program and act as the representative of the Local Government in executing the contracts with property owners and lenders. The Local Government may delegate administration of the PACE program to one or more qualified third-party organizations that can administer the program at no cost to the Local Government.

Periodic updates to the standard form documents (described in Section 9) will be necessary as the program evolves, incorporating best practices and standardizing the PACE contracts across various PACE programs. The Authorized Representative will be tasked with maintaining the form contracts and making technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.

The Authorized Representative’s role is to serve as an extension of the Local Government staff to provide oversight of the Program to ensure best practices and consumer protections at the lowest possible cost to the property owner in a transparent and ethical manner and to provide education and outreach. The Authorized Representatives will not receive compensation or reimbursement from the Local Government.

² TX. Local Gov’t Code §399.019. In the 85th legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code.

The Authorized Representatives will be funded by administrative fees paid by the property owners establishing a PACE project or other source of revenue. The Authorized Representative may not impose any Program fees directly or indirectly not authorized in advance by the Local Government in writing. Authorized Representative must disclose in writing to Local Government any direct or indirect fee income, charitable grants, or donations not authorized in advance by the Local Government that are received from property owners, lenders, or contractors participating in the Program.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The Local Government will follow best practices of national PACE programs by requiring that lenders be:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association, and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business investment company;
- Any publicly traded entity; or
- Any private entity that:
 - Has a minimum net worth of \$5 million; and
 - Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending; and
 - Can provide independent certification as to availability of funds; and
- Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any lender can participate in the PACE Program as long as it is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts. The property owner, not the Local Government or the Authorized Representative, selects the lender.

The Authorized Representatives will not guarantee or imply that funding will automatically be provided from a third-party lender, imply or create any endorsement of, or responsibility for, any lender, or create any type of express or implied favoritism for any eligible lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following describes all aspects of the PACE Program:

- a. Map of Region. A map of the boundaries of the region included in the program is attached to this Report as Exhibit 1. The region encompasses the Local Government limits.
- b. Form Contract with Owner. A form contract between the Local Government and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the terms of the assessment under the PACE Program and the financing to be provided by an Eligible Lender of the property owner's choosing.
- c. Form Contract with Lender. A form contract between the Local Government and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the financing and servicing of the debt through assessments.
- d. Form Notice of Contractual Assessment Lien. A form Notice of Assessment Lien to be filed by the Authorized Representative, on behalf of the Local Government, with the Wise County Clerk is attached to this Report as Exhibit 4.
- e. Qualified Improvements. The following types of projects are qualified improvements that may be subject to contractual assessments under the PACE program. Projects that:
 - (1) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units;³ and
 - (2) are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.⁴

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE Program may not be used to finance facilities for undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.⁵

- f. Authorized Representative. HB 3187 was signed into law on June 16, 2015. It authorizes a municipality to delegate administration of the PACE program to a third-party "representative." The City of Alvin intends to delegate all official administrative responsibilities, like the execution of individual contracts with

³ TX. Local Gov't Code §399.002(5).

⁴ TX. Local Gov't Code §399.002(3).

⁵ TX. Local Gov't Code §399.004.

property owners and lenders, to an Authorized Representative. This relationship will be monitored and maintained by the City Manager or his/her designee.

- g. Plans for Ensuring Sufficient Capital. Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the terms of the owner's financing of the Qualified Improvements. The lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.
- h. No Use of Bonds or Public Funds. The Local Government does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.
- i. Limit on Length of Loan. One of the statutory criteria of a PACE loan is that the assessment payment period cannot exceed the useful life of the Qualified Improvement that is the basis for the loan and assessment.⁶ As part of the application process, the property owners will submit an independent third-party review prepared by a licensed engineer showing water or energy baseline conditions and the projected water or energy savings. This review will aid the Authorized Representative in making a determination that the period of the requested assessment does not exceed the useful life of the Qualified Improvement.
- j. Application Process. The Authorized Representative will accept applications from property owners seeking to finance Qualified Improvements under the program. Each application must be accompanied by the required application fee and must include:
 - (1) A description of the specific Qualified Improvements to be installed or modified on the property;
 - (2) A description of the specific real property to which the Qualified Improvements will be permanently fixed; and
 - (3) The total amount of financing, including any transaction costs, to be repaid through assessments.

Based on this information, the Authorized Representative may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

The property owner is expected to produce the following documentation to the Authorized Representative prior to closing of the PACE loan:

⁶ Chapter 399 section 399.009(a)(8)

- (1) A Report conducted by a qualified, independent third-party reviewer, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;
 - (2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - (3) All other information required by the Authorized Representative.
- k. Financial Eligibility Requirements. The Authorized Representative will determine whether the owner, the property and the improvements are eligible for financing under the Program. The Eligible Lender chosen by the owner will determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The demonstration of financial ability must be based on appropriate underwriting factors, including the following:
- (1) verification that the person requesting to participate in the program is the legal record owner of the benefitted property;
 - (2) the applicant is current on mortgage and property tax payments;
 - (3) the applicant is not insolvent or in bankruptcy proceedings;
 - (4) the title of the benefitted property is not in dispute; and
 - (5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property.

The Local Government has determined that to be eligible for PACE financing, the projected savings derived from the Qualified Improvement should be greater than the cost of the PACE assessment and lien over the life of the assessment, i.e., the Saving-to-Investment Ratio (SIR) should be greater than one, $SIR > 1$. An Eligible Lender or Owner may request a waiver in writing for a project with an $SIR < 1$ and address the interests of tenants and future property owners. The Authorized Representative may consider other factors, including:

- (1) Are there are other environmental benefits such as air or water quality or resiliency benefits that are not captured in the SIR analysis;
- (2) Will the proposed qualifying improvements generate environmental marketable credits that can be monetized;
- (3) What is the SIR calculation for the project? (how far below a SIR of 1?);

- (4) If the SIR is <1 over the term of the assessment, is the SIR >1 over the useful life of the equipment?
 - (5) What is the impact of a variance request on any affected third parties? and
 - (6) Other information the owner and lender wish to submit regarding the impact of the qualified improvements on the Property Owner and the community.
- l. Mortgage Holder Notice and Consent. As a condition to the execution of a written contract between the Authorized Representative and the property owner imposing an assessment under the Program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the Program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.
- m. Imposition of Assessment. The Authorized Representative will enter into a written contract with the property owner only after:
- (1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;
 - (2) The Authorized Representative's determination that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and
 - (3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Authorized Representative will file a "Notice of Contractual Assessment Lien" in substantially the form in Exhibit 4 in the Official Public Records of the County where the Eligible Property is located, as notice to the public of the assessment from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

- n. Collection of Assessments. The execution of the written contract between Authorized Representative and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and the third-party lender to repay the financing secured by the assessment. The lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form Lender Contract attached as Exhibit 3, the

lender or a designated servicer will agree to service the debt secured by the assessment.⁷

With funds from the lender, the property owner will purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment provided all of the following conditions are met:

- (1) The assignment or transfer is made to an Eligible Lender, as defined above;
 - (2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least thirty (30) days before the next installment is due according to the schedule for repayment of the debt; and
 - (3) The assignee or transferee, by operation of the financing documents or otherwise written evidence of which shall be provided, assumes lender's obligations under the lender contract.
- o. Verification Review. After a Qualified Improvement is completed, the Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.⁸ The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE Program.⁹
- p. Marketing and Education Services. The Local Government may subsequently enter into agreements with one or more other local governments or non-profit organizations that promote energy and water conservation and/or economic development to provide marketing and education services for the PACE program.
- q. Quality Assurance and Antifraud Measures. The Authorized Representative will institute quality assurance and antifraud measures for the Program. The Authorized Representative will review each PACE application for completeness and

⁷ The servicer will be responsible for maintaining payment records, account balances, and reporting to the Authorized Representative as required.

⁸ TX Local Gov't Code §399.011.

⁹ TX Local Government Code §399.011(a-1)

supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer before the project can proceed. This review will include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.

- r. Delinquency. Under the terms of the form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender will agree to take at least the following steps to collect the delinquent installment:

- (1) Mail to the owner a written notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail, and
- (2) Mail to the owner a second notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail at least thirty (30) days after the date of the first notice if the delinquency is continuing.

If the owner fails to cure the delinquency within 30 days after mailing the second notice of delinquency, the lender may notify the Authorized Representative of the owner's default. Pursuant to Texas Local Government Code Section 399.014(c), the Authorized Representative will initiate steps for the Local Government to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the Local Government to offset the cost of collection.

To ensure that the collection of delinquent installments of Assessments is congruent with the collection of delinquent property taxes the following procedures will be followed:

- (1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement.

- (2) Delinquent installments of Assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.
- (3) On or after February 1 of any year, the Authorized Representative will notify the Wise County Tax Assessor/Collector and the entity that collects delinquent taxes for the City of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.
- (4) Installments of Assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the County Tax Assessor/Collector and the entity that collects delinquent taxes for the City shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

If the Local Government files suit to enforce collection of an Assessment, the Local Government may recover costs and expenses, including its attorney's fees, in a suit to collect a delinquent installment of an Assessment in the same manner and at the same rates as in suit to collect delinquent property taxes. If a delinquent installment of an Assessment is collected in a judicial foreclosure proceeding, the Local Government may recover the payment of any delinquent ad valorem taxes due to it, and the costs and expenses as set forth in the Texas Tax Code Sec. 33.48, and the Lender will be remitted the net amount of the delinquent Assessment installments and any additional sums collected that are due to it under the Financing Documents. The Local government shall also remit to the Authorized Representative the amount of any administrative fees collected.

Judicial Enforcement: The Authorized Representative is authorized to enter into a contract with the entity that collects delinquent taxes for the County to enforce the collection of delinquent installments of the Assessments including interest, penalties, and fees in accordance with Texas Law governing delinquent property tax collection and the agreement between the parties. Any lawsuit to enforce collection of an Assessment including foreclosure of a delinquent Assessment lien shall be brought in the name of the Local Government. Such lawsuits will be filed and prosecuted in accordance with the statutes, procedures, and rules for the collection of delinquent property taxes.

10. Limitations

The PACE Program shall not give rise to or create a charge against the general credit or taxing power of the Local Government or a debt or other obligation of the Local Government payable from any source. No Local Government funds, revenues, taxes, or income of any kind shall be used to pay a contractual assessment, filing fee, collection cost, litigation cost, or any other expense arising under the PACE Program. The PACE Program is created to provide a third-party financing mechanism for energy saving betterments; no alternate financing is approved through the approval of the PACE Program. The Local Government assumes no financial obligation whatsoever in the event of default or foreclosure of any kind. None of the Local Government or any of its elected or appointed officials or any of its officers or employees or Authorized Representatives shall incur any liability hereunder to an owner, a lender, or any other party in their individual capacities by reason of the PACE Program or their acts or omissions under the PACE Program.

EXHIBIT 1

MAP OF LOCAL GOVERNMENT PACE REGION

(City of Alvin)

TO BE INSERTED

EXHIBIT 2
FORM OWNER CONTRACT

TO BE INSERTED

EXHIBIT 3
FORM LENDER CONTRACT

TO BE INSERTED

EXHIBIT 4
FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO PROPERTY ASSESSED CLEAN ENERGY ACT

TO BE INSERTED

EXHIBIT 1

MAP OF CITY OF ALVIN, TEXAS PACE REGION

(City of Alvin, Texas including ETJ)

(INSERT MAP)

FORM PACE OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“**PACE**”) OWNER CONTRACT including the attached exhibits (“**Owner Contract**”) is made as of the _____ day of _____, _____ (“**Effective Date**”), by and between the City of Alvin, Texas (“**Local Government**”), and _____ (“**Property Owner**”).

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a Local Government to establish a program and designate a region within the Local Government’s jurisdiction within which an authorized representative of the Local Government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by City Council (the “**PACE Program**”), and has designated _____ as a representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the City of Alvin, Texas jurisdiction as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

C. Property Owner is/are the legal and record owner of the qualified “**real property**,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas _____ - _____ (the “**Property**”).

D. Pursuant to Application number _____, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the Official Public Records of Wise County (“**County**”), Texas (the “**Notice of Contractual Assessment Lien**”), a copy of which is attached hereto as Exhibit

A and made a part hereof, to repay the financing of such Qualified Improvements. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing of such Qualified Improvements will be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**Lender Contract**”). The financing will include only those costs and fees for which an assessment may be imposed under the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until such financing is repaid in full and to release the Assessment upon notice from Lender of such payment, or to foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained on or prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the Financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the principal amount of \$_____, as set forth in the Notice of Contractual Assessment Lien. The Assessment includes the application and administration fees authorized by the PACE Program and Section 399.006(e) of the PACE Act. Property Owner promises and agrees to pay the Assessment, Contractual Interest thereon, any prepayment penalty, and all penalties, interest, fees, and costs due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the “**Financing Documents**”) which are described or listed in Exhibit C attached hereto and made a part hereof by reference. Property Owner promises and agrees pay such amount and interest to Local Government, in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to secure the payment of such amount, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender’s agreement to advance Financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the Financing Documents are paid in full, and to release or cause the release of the Assessment upon notice from Lender of such payment. Local Government, through its delinquent property tax collection

process, agrees to undertake reasonable efforts to enforce the Assessment against the Property for the benefit of Lender in the event of a default by Property Owner. Authorized Representative agrees to send an annual notice of assessment to the Property Owner each year there is a PACE lien balance. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property Owner's obligations under the Owner Contract.

3. Installments. The Assessment, including the amount financed and contractual interest, is due and payable in installments as set forth in the Notice of Contractual Assessment Lien and the Financing Documents. The Assessment shall include: (1) an application fee to be paid by Property Owner to the Authorized Representative at the time of application, and (2) a closing fee (less application fee) paid to the Authorized Representative at the closing of the Financing. The Property Owner is further required to pay a recurring administration fee to Authorized Representative until the Assessment is released. The recurring administration fee amount shall be collected by Lender and paid to the Authorized Representative within thirty (30) days of receipt by Lender. The administration fee amounts due to Authorized Representative are identified in Exhibit C hereto. When the Assessment, together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government's rights under this Owner Contract will cease and terminate, except for rights under Section 18, 19, 20, and 21. Upon notice from Lender that all amounts due have been paid in full, Local Government will direct the Authorized Representative to execute a release of the Assessment and this Owner Contract and record the release. As required by Section 399.009(a) (8) of the PACE Act, the Property Owner represents to the Local Government that the period during which such Installments are payable does not exceed the useful life of the Project.

4. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with all corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the payment schedule included in the Notice of Contractual Assessment Lien and the Financing Documents; and

(c) The assignee or transferee of the right to receive the payments executes an explicit written assumption of all of Lender's rights and obligations under the Lender Contract related to the receipt of the Installments or the enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative.

Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and

Authorized Representative of an assignment or transfer of the right to receive the installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under such Lender Contract accruing after the date of the assignment assumed by and transferred to such assignee or transferee and all of such obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the installments that does not meet all of these conditions is void.

5. Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act:

(a) Delinquent installments of the Assessment will incur penalties and accrue interest in the same manner and in the same amount as delinquent property taxes under Texas law. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents, may be imposed and retained by Lender. To ensure that the collection of delinquent installments of Assessments and other amounts due pursuant to the Financing Documents is congruent with the collection of delinquent property taxes the following procedures will be followed:

(1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement.

(2) Delinquent installments of Assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.

(3) On or after February 1 of any year, the Authorized Representative will notify the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(4) Installments of Assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(b) The Assessment, together with any penalties and interest thereon,

(1) is a first and prior lien against the Property from the date on

which the Notice of Contractual Assessment Lien is filed in the Official Public Records of Wise County as provided by Section 399.013 of the PACE Act, until the financing secured by the Assessment and any penalties and interest (including any Contractual Interest and penalties) are paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or Authorized Representative and with recourse on Property Owner only for any unpaid installments of the Assessment that became due during Property Owner's period of ownership.

(d) In the event of a default by Property Owner in payment of the installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government, in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) Distribution of Proceeds of a foreclosure sale pursuant to a Judgment ordering foreclosure of Property Tax Lien(s) and delinquent installments(s) of an Assessment Lien shall be made in the following order:

(1) the payment of the costs of suit and sale;

(2) the payment of ad valorem taxes, penalties, interest, and attorney's fees due under the judgment; and

(3) the payment of delinquent installment(s) of the Assessment, penalties, interest, fees, costs, and attorney's fees due under the judgment.

(g) As provided in Section 399.014 (a-1) of the PACE Act, after the Notice of Contractual Assessment Lien is recorded in the Official Public Records of the County in

which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between the Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the Official Public Records of Wise County as public notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees that all improvements purchased, constructed, and/or installed through the financing obtained pursuant to this Owner Contract shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of a sale or transfer of the Property. Property Owner agrees to provide to Authorized Representative within 30 days after the completion of the Project a verification by an independent third-party reviewer (“ITPR”) that the project was properly completed and is operating as intended. Property Owner agrees that Lender may retain the final advance of Financing until such verification is submitted or require Property Owner to pay liquidated damages for a failure to do so, according to paragraph 19 below.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees, on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by Local Government.

9. Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PACE Program and/or the PACE Act.

10. Binding Effect. This Owner Contract inures to the benefit of Local Government and is binding upon Property Owner, its heirs, successors, and assigns.

11. Notices. All notices and other communications required or permitted by this Owner Contract shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at its address shown below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Owner Contract constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

14. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

15. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

16. Counterparts. This Owner Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

17. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**usury limit**”). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, the interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

18. Costs. No provisions of this Owner Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

19. Release. PROPERTY OWNER AGREES TO AND SHALL RELEASE THE LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE “RELEASED PERSONS”) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE RELEASED PERSON’S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE RELEASED PERSON’S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, AND EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE RELEASED PERSON’S WRONGFUL OR NEGLIGENT ENFORCEMENT OF THE ASSESSMENT OR FORECLOSURE.

20. Indemnification. TO THE MAXIMUM EXTENT ALLOWED BY LAW, PROPERTY OWNER SHALL INDEMNIFY AND HOLD LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN “INDEMNITEE”) ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN CONNECTION WITH THE EXECUTION OR DELIVERY OF THIS CONTRACT, THE NOTICE OF CONTRACTUAL ASSESSMENT LIEN, THE FINANCING

DOCUMENTS, AND ANY OTHER DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF ANY INDEMNITEE, THE ADMINISTRATION OF THIS CONTRACT AND ANY OTHER AGREEMENTS RELATED TO THE PROJECT.

21. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Property Owner acknowledges that the members of the governing body of a local government, other elected officials of a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a Local Government to provide administrative services for a program under this chapter are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

22. Construction Terms. If the Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

PROPERTY OWNER:

By: _____

Name: _____

Title: _____

Address: _____

Email address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____.

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

LOCAL GOVERNMENT:

CITY OF ALVIN, TEXAS
BY: LONE STAR PACE LLC
ITS: Authorized Representative

BY: _____
ITS: President

Email Address: lmccormick@lonestarpace.com

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____, a Texas
_____, as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

OWNER CONTRACT EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

OWNER CONTRACT EXHIBIT B
MORTGAGE HOLDER(S) CONSENT

OWNER CONTRACT EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

OWNER CONTRACT EXHIBIT D

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Additional Construction Terms

Date	Draw down Amount	Purpose

FORM PACE LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“**PACE**”) LENDER CONTRACT including the attached exhibits (“**Lender Contract**”) is made as of the _____ day of _____, _____, (“**Effective Date**”) by and between the City of Alvin, Texas (“**Local Government**”) and _____ (“**Lender**”).

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a Local Government to establish a program and designate a region within the Local Government’s jurisdiction within which an authorized representative of the Local Government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, and adopted by the City Council (“**PACE Program**”), and has designated _____ as a representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the Local Government’s jurisdiction as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Pursuant to Application number _____, _____ (“**Property Owner**”), the legal and record owner of the following qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region has/have applied to Local Government to participate in the PACE Program with respect to certain real property located at _____, _____, Texas, _____ - _____ (the “**Property**”) by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”).

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the “**Owner Contract**”), in which Property Owner has requested that Local Government impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the Official Public Records of Wise County, Texas (the “**Notice of Contractual Assessment**”).

Lien”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached as Exhibit A to the Owner Contract and made a part hereof. The Property, Qualified Improvements, and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (the “**Financing**”) will be provided to Property Owner by Lender in accordance with financing documents which are described in or copies of which are attached as Exhibit B and made a part hereof (the “**Financing Documents**”). Such Financing will include only those costs and fees for which an assessment may be imposed under the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing through the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner’s intention to participate in the PACE Program. Pursuant to the requirements of the PACE Act, the written consent of each mortgage lien holder to the Assessment was obtained on or prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract.

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide Financing for the Project in the total principal amount of \$ _____, according to the terms set out in the Financing Documents attached hereto as Exhibit B. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Assessment, all contractual interest (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, attorney’s fees, and/or costs due under or authorized by the PACE Act due to Lender according to the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. The Authorized Representative shall record a release of lien in the property records of Wise County, Texas. Local Government will not release, sell, assign or transfer the Assessment or the lien securing it without the prior written consent of Lender. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner in accordance with the provisions set forth in paragraph 6, as may be limited by applicable law. Local Government shall have no obligation to repurchase the Assessment and no liability to Lender should there be a default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments (“**Installments**”) according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit B. To participate in the PACE Program, the Property Owner is required to pay (1) an application fee to be paid to the Authorized Representative at the time of application, and (2) a closing fee (less application fee) paid to the Authorized Representative at the closing of the Financing. The Property Owner is further required

to pay a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount will be collected by Lender and paid to Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of delinquency in the payment of any Installment, Lender will, upon notice to Authorized Representative, withhold payment of any amounts due to Authorized Representative in connection with such Installment until the Installment is paid. Any such temporary withholding will not reduce the amount of administration fees included in the Assessment. The amounts due to Authorized Representative are identified in Exhibit B hereto. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project. When the Assessment together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government's rights under this Lender Contract will cease and terminate, except for rights under Section 18, 19, 20 and 21. Upon notice from Lender that all amounts owing have been paid in full, Authorized Representative will execute a release of the Assessment and this Lender Contract. Thereafter, the Authorized Representative will record the release.

3. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with the corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity;

(5) Any private entity that:

(i) Has a minimum net worth of \$5 million;

(ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts; or

(6) A financially stable entity, whether or not from the list above, with the ability to carry out, either directly or through a servicer, the obligations of this Lender Contract related to the receipt and accounting of the Installments or the enforcement of the assessment lien.

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents; and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under this Lender Contract related to the receipt of the Installments or enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative within 10 days after execution of the agreement. Such written agreement must contain a certification by the Lender and the assignee that all of the conditions in this Section 3 have been met. Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that meets all of these conditions, the assignor will be released of all of the rights and obligations of the Lender under this Lender Contract accruing after the date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations will be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or to require enforcement of the assessment lien that does not meet all of these conditions is void. Lender will retain all of the rights and obligations of Lender under this Lender Contract until such rights and obligations are assigned or transferred according to this paragraph.

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder. In the event the assessment lien on the Property is enforced by foreclosure as provided below, Lender will have no further obligations to Property Owner with respect to the Installments that were the subject of the foreclosure, but Lender will retain the rights to enforcement of the lien for any Installments that are not eliminated by the foreclosure, and the succeeding owner of the Property will be subject to such lien.

5. Lien Priority and Enforcement. As provided in the Owner Contract and Section 399.014 of the PACE Act:

(a) Delinquent Installments of the Assessment incur penalties and accrue interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be imposed and retained by Lender. To ensure that the collection of delinquent installments of Assessments is congruent with the collection of delinquent property taxes the following procedures will be followed:

(1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement.

(2) Delinquent installments of Assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.

(3) On or after February 1 of any year, the Authorized Representative will notify the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(4) Installments of Assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(b) The Assessment, together with any penalties and interest thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the Official Public Records of Wise County, Texas, as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien

for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Lender, Local Government or Authorized Representative

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment will be enforced by Local Government for the benefit of Lender according to paragraph 6(c) below in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a Local Government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender will be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) Notwithstanding any other provisions in this Lender Contract except Section 16 hereof, distribution of Proceeds of a foreclosure sale pursuant to a Judgment ordering foreclosure of Property Tax Lien(s) and delinquent installments(s) of an Assessment Lien shall be disbursed in the following order:

(1) the payment of the costs of suit and sale;

(2) the payment of ad valorem taxes, and associated penalties, interest, and attorney's fees due under the judgment; and

(3) the payment of delinquent installment(s) of the Assessment, and associated penalties, interest, fees, costs, and attorney's fees due under the judgment.

(g) As provided in Section 399.014(a-1) of the PACE Act, after written notice of the Assessment is recorded in the Official Public Records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Installments and other amounts due under the Financing Documents will be billed, collected, received, and disbursed in accordance with the

procedures set out in the Financing Documents. Lender or its designee will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. Authorized Representative agrees to send an annual notice of assessment to the Property Owner each year there is a PACE lien balance. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property Owner's obligations under the Owner Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any Installment according to the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

(2) Mail a second notice of delinquency to the Property Owner by both certified mail, return receipt requested, and first-class mail at least 30 days after the date of the first notice if the delinquency is continuing.

If the Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, Lender or its designee may notify Authorized Representative in writing of a default in payment by Property Owner. Upon receipt of such notice and after doing its own due diligence, Local Government will enforce the assessment lien for the benefit of Lender pursuant to Sec. 399.014(c) of the PACE Act, in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(d) Priority. If the assessment lien is enforced by foreclosure or collected through a bankruptcy or similar proceeding, the assessment balance and any interest or penalties on the assessment will have the same priority status as a lien for any other ad valorem tax, pursuant to Sec. 399.014(a)(2) of the PACE Act.

(e) Final Payment and Release. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, or costs due under or authorized by the PACE Act or the Financing Documents have been paid in full, Local Government's rights under the Owner Contract will cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative will execute a release of the Assessment and the Owner Contract and record the release.

(f) Limitations on Local Government's Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment or modification of or deviation from the Owner Contract. Local Government or Authorized Representative

will not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(g) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government will have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(h) Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government, Authorized Representative, or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

9. Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein have the meanings ascribed to them in the PACE Program, and/or the PACE Act.

10. Binding Effect. This Lender Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and delivered by first-class mail or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Lender Contract constitutes the entire agreement between Local Government and Lender with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Lender Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**usury limit**”). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

17. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a “qualified project” as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

18. Costs. No provision of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

19. Release. LENDER AGREES TO AND SHALL RELEASE THE LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE “RELEASED PERSONS”) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO

PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE RELEASED PERSON'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE RELEASED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, AND EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE RELEASED PERSON'S WRONGFUL OR NEGLIGENT ENFORCEMENT OF THE ASSESSMENT OR FORECLOSURE. NOTWITHSTANDING THE FOREGOING, LOCAL GOVERNMENT AGREES THAT ITS OBLIGATION TO MAINTAIN, CONTINUE, AND ENFORCE THE ASSESSMENT AS WELL AS ITS OBLIGATION TO REMIT AMOUNTS IN ACCORDANCE WITH THIS AGREEMENT ARE MINISTERIAL ACTS, AND THE LENDER MAY BRING AN ACTION IN MANDAMUS, A CLAIM FOR SPECIFIC PERFORMANCE, OR ANY SIMILAR ACTION OR REMEDY (EXCEPT AN ACTION SEEKING MONETARY DAMAGES FROM THE LOCAL GOVERNMENT) AGAINST ANY NECESSARY PARTY TO ENSURE THE NECESSARY MINISTERIAL ACTS LISTED ABOVE ARE PERFORMED PURSUANT TO THIS AGREEMENT.

20. Indemnification. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LENDER SHALL INDEMNIFY AND HOLD LOCAL GOVERNMENT, AUTHORIZED REPRESENTATIVES, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN "INDEMNITEE") ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN CONNECTION WITH THE EXECUTION OR DELIVERY OF THIS CONTRACT, THE NOTICE OF CONTRACTUAL ASSESSMENT LIEN, THE FINANCING DOCUMENTS, AND ANY OTHER DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF ANY INDEMNITEE, THE ADMINISTRATION OF THIS CONTRACT AND ANY OTHER AGREEMENTS RELATED TO THE PROJECT. NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, LENDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD ANY INDEMNITEE HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF AN INDEMNITEE IF SUCH CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES ARE CAUSED BY OR ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE RELATED TO THE FAILURE TO MAINTAIN, CONTINUE, AND ENFORCE THE ASSESSMENT AS WELL AS ITS OBLIGATION TO REMIT AMOUNTS IN ACCORDANCE WITH THIS AGREEMENT.

21. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Lender acknowledges that the members of the governing body of a Local Government, other elected officials of a Local Government, employees of a Local Government, and board members, executives, employees, and contractors of a third party who enters into a contract with a Local

Government to provide administrative services for a program under this chapter are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

22. Construction Terms. If this Lender Contract includes any additional requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit C attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

LENDER:

By:_____

Name: _____

Title: _____

Address: _____

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____.

_____(print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

CITY OF ALVIN, TEXAS
BY: LONE STAR PACE LLC
ITS: Authorized Representative

BY: _____
ITS:

Email Address:

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____, a Texas
_____, as Authorized Representative for the Local Government.

_____, (print name)

NOTARY PUBLIC, STATE OF TEXAS

LENDER CONTRACT EXHIBIT A

OWNER CONTRACT

LENDER CONTRACT EXHIBIT B
FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

LENDER CONTRACT EXHIBIT C

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Date	Draw down Amount	Purpose

**FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT**

STATE OF TEXAS §
 §
CITY OF ALVIN §

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. The City of Alvin, Texas (“**Local Government**”) has established a program under the PACE Act (“**PACE Program**”) pursuant to a resolution dated _____ adopted by the City Council, and has designated _____ as a representative of Local Government (“**Authorized Representative**”) authorized to enter into and enforce the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the City of Alvin jurisdiction as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

C. _____ (“**Property Owner**”) is/are the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas _____ - _____ and more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has entered into a written contract (the “**Owner Contract**”) with Local Government pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements will be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**Lender Contract**”). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the amount of \$ _____ as set forth on Exhibit C attached hereto, which together with all interest, fees, penalties, costs and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the "Financing Documents") is herein referred to as the "Assessment".

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment, including any interest and/or penalties, costs and fees accrued thereon,
 - (i) is a first and prior lien against the Property from the date on which this Notice of Contractual Assessment Lien is recorded in the Official Public Records of Wise County, Texas, until such Assessment, interest, penalties, costs, and fees are paid; and
 - (ii) such lien has the same priority status as a lien for any other ad valorem tax.
2. The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner (including, without limitation, a foreclosure sale for a past due portion of the Assessment), the obligation for the Assessment and the Property Owner’s obligations under the Financing Documents (including, without limitation, the portion of the Assessment that has not yet become due) will be transferred to the succeeding owner without recourse to Local Government, or Authorized Representative and with recourse on Property Owner only for any unpaid installments of the Assessment that became due during Property Owner's period of ownership.

As provided in Section 399.014(a-1) of the PACE Act, after this Notice of Contractual Assessment Lien is recorded in the Official Public Records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

EXECUTED on _____, _____.

LOCAL GOVERNMENT:

CITY OF ALVIN, TEXAS
BY: LONE STAR PACE LLC
ITS: Authorized Representative

BY:

ITS:

Email Address:

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____, a Texas _____, as Authorized Representative for the Local Government.

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

NOTICE OF LIEN EXHIBIT A

PROPERTY DESCRIPTION

NOTICE OF LIEN EXHIBIT B
QUALIFIED IMPROVEMENTS

NOTICE OF LIEN EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

INDEXING INSTRUCTION:

Grantor: _____, Property Owner
Grantees: _____, Local Government
 _____, Lender

After recording, return to-

